

Contributor Agreement

AMGA AC22 • March 9 – 12, 2022, Mandalay Bay, Las Vegas

SPONSOR BILLING AND CONTACT INFORMATION

ORGANIZATION

ADDRESS

CITY, STATE, ZIP

CONTACT NAME

TITLE

PHONE

EMAIL

SPONSORSHIP

Please indicate the name and cost of the Sponsorship/s you are requesting:

Name	Cost*
_____	_____
_____	_____
_____	_____
_____	_____
	Total _____

BOOTH SELECTION (not guaranteed)

1st _____ 2nd _____ 3rd _____

Would like to be near _____

Do not want to be near _____

* Please make sure you are using the correct cost for your partner level.

Return Signed Agreement via email only to:

Colleen Stern, AMGA Director of Corporate Relations
cstern@amga.org

PAYMENT

Invoice Request

Payment terms net 30 days. Check made payable to AMGA.

Credit Card Payment

VISA MasterCard American Express

AMOUNT TO BE CHARGED \$ _____

CARD NUMBER

EXPIRATION DATE

PRINT CARDHOLDER'S NAME

CARDHOLDER'S SIGNATURE

This signed agreement will become a binding contract upon acceptance by AMGA and is subject to the terms, conditions, rules and regulations contained herein. YOUR SIGNATURE INDICATES YOU AGREE TO ABIDE BY THE RULES AND REGULATIONS DETAILED ON THE TERMS & CONDITIONS PAGE OF THIS CONTRACT.

AUTHORIZED APPLICANT SIGNATURE

TITLE

DATE

AUTHORIZED AMGA SIGNATURE

TITLE

DATE

CONDITIONS OF CONTRACT TO EXHIBIT AND SPONSOR

Application

AMGA reserves the right to reject applications with or without cause, in its sole discretion. Application for exhibit space and/or sponsorships must be accompanied by payment or purchase order. Applications received without payment will be returned.

Conditions and Rules

It is understood that the following conditions and rules (the “Rules”) are agreed to as part of the agreement between AMGA and the individual or entity who has purchased an exhibit space or sponsorship (the “Contributor”) for the AMGA conference (the “Conference”) pursuant to AMGA’s Contributor Agreement Form (the “Agreement”). AMGA shall have the authority to interpret and enforce these Rules. All matters not covered by these Rules are subject to the discretion of AMGA. The Contributor is responsible for familiarizing itself and complying with all of the Rules. Contributors shall also be responsible for the conduct of its officers, directors, employees, contractors, agents, and other representatives. Contributors or their representatives who fail to observe these Rules or who, in the sole and absolute discretion of AMGA, conduct themselves in an objectionable or improper manner may be dismissed without refund or appeal for redress.

Cancellation and Refunds

In the event the Contributor cancels its reservation for space or sponsored item, and does so on or before December 1, 2021, then Contributor will be refunded the participation fee less a 50% nonrefundable deposit. Cancellations received after December 1, 2021, will forfeit the entire fee. No refunds will be made if the sponsorship or booth is not used.

General Terms and Conditions

The AMGA Annual Conference Committee determines the eligibility of any company or product for exhibit. The Committee may forbid installation or request removal or discontinuance of any exhibition or promotion, wholly or in part, that in its sole and absolute discretion is not in keeping with the character and purposes of AMGA. Further, AMGA reserves the right to take the following actions at any time prior to or during the Conference and at its sole discretion: (1) terminate the Agreement or decline to provide space to a Contributor for any reason, including but not limited to Contributor conduct, or Contributor use, promotion and/or distribution of material(s) and/or content that is objectionable to AMGA or is not consistent with the Conference, or AMGA’s bylaws, rules and regulations, or mission; (2) prohibit any exhibit, or part thereof, that violates these Rules or is, in any other way, not suitable for, or not in keeping with the character and spirit of, the Conference; (3) close any exhibit without refund or right to appeal for redress if such exhibit is determined by AMGA

objectionable, improper, disruptive, and/or disturbing to AMGA or other exhibits; (4) close any exhibit without refund or right to appeal for redress if the Contributor or its representatives, in the sole and absolute discretion of AMGA, fail to observe these Rules or fail to conduct themselves properly; and/or (5) refuse to permit an Contributor who violates these Rules to participate in one or more future AMGA Conferences.

Occupancy of Exhibit Space

- A. If the Contributor fails to occupy its assigned exhibit space by the close of the exhibit installation period for such Conference, AMGA may rent such exhibit space to any other Contributor or use said exhibit space for such purposes as it may see fit in AMGA’s sole discretion without any liability on AMGA’s part and without in any way releasing the Contributor from any liability hereunder. Furthermore, if the Contributor does not occupy or staff the exhibit space as required herein, all rights of the Contributor will be revoked and all payments by the Contributor will be forfeited.
- B. Throughout ALL exhibit hours of the Conference the Contributor’s assigned exhibit space must remain staffed by at least one attendant and all exhibits/displays must remain fully intact.
- C. **Dismantling or removing an exhibit or materials before the official closing of the Conference is prohibited.** Premature dismantling of and/or failure to fully staff the exhibit space during the entire Conference may result in the loss of future Conference participation. Organizations wishing to leave early can contract with the official show decorator to have their booth taken down at the conclusion of the meeting. Contributors will have reasonable time to erect and dismantle their exhibits, which will be specified in the Contributor Service Manuals. Exhibit materials not removed from the hall by the time specified will be removed by and may be stored by AMGA at the Contributor’s sole expense and liability. Refer to the Contributor Manual for complete schedules, rules and regulations, and instructions for the installation and removal of the exhibits.
- D. AMGA shall have sole discretion as to the placement of exhibit space. AMGA reserves the right to alter the floor plan. AMGA reserves the right to alter locations of assigned exhibit space as shown on the official floor plan, as determined by AMGA in its sole discretion.

Compliance with the Law

The Contributor and its representatives, and all exhibits, exhibit materials and displays, shall at all times be in compliance with all applicable federal, state and local laws, codes and regulations.

Use of the AMGA Name

The use or display in any manner or medium of AMGA's or the Conference's name, logo, acronym, marks or copyrighted materials is not permitted, and no reference, implication or use of such name, logo, acronym, marks or copyrighted materials may be made to claim or imply AMGA endorsement, affiliation or approval of any product, service or program without the express, prior written consent of the AMGA.

Amendments

AMGA may amend these Rules at any time, and all amendments so made shall be binding on the Contributor.

Assignment and Subletting

The assignment or subletting of any part or all of the exhibit space by the Contributor is not permitted and any attempt to do so shall be of no force or effect.

Disputes

The Contributor must notify AMGA immediately of any and all disputes with respect to the Agreement or these Rules. These Rules are subject to interpretation and decision as provided in the first paragraph, titled **Conditions and Rules**, above. The Agreement and these Rules shall be governed and construed in accordance with the laws of the Commonwealth of Virginia exclusive of any conflict-of-law provisions, and the Contributor hereby submits to the jurisdiction of the state and federal courts within the Commonwealth of Virginia for proceedings related to the Agreement and these Rules.

Force Majeure

In the event that the Conference is canceled by any other cause, including but not limited to government intervention or regulation, war or other military activity, strikes, fire, acts of God, picketing, civil disturbances, terrorism, shortage of materials, determinations of outbreak of disease by either the World Health Organization or the Centers for Disease Control and Prevention (or other recognized entities), or any other circumstances that make it impossible, illegal, commercially impractical, or inadvisable for AMGA to hold the Conference or a portion thereof at the time and place provided in the Agreement, the Agreement shall terminate and the Contributor shall and does hereby waive any claim for any damages or compensation except the return of the amount paid by the Contributor received by AMGA on or before January 14, 2022. If AMGA received payment January 15, 2022, or after, the Contributor shall and does hereby waive any claim for any damages or compensation except the return of the amount paid after a 7.5% deduction by AMGA for expenses incurred with the conference, and there shall be no further liability on the part of either party. All sponsors have the option to receive a 100% Letter of Credit redeemable through April 30, 2023, in lieu of a refund that can be applied toward AMGA partnership dues or meeting sponsorship.

Cancellation or Relocation by AMGA

If AMGA fails to hold its conference as herein provided, relocates its conference site to another hotel or city, or fails to furnish Contributor the exhibit as stated herein for any reason or no reason, it shall refund to Contributor any fees paid to AMGA hereunder, less expenses as set forth in the paragraph above. Such refund shall be accepted by full settlement of any loss or damage suffered or claimed by Contributor.

Liability and Insurance

- A. The relationship between AMGA and the Contributor and their respective representatives is that of independent contractors. AMGA assumes no liability for any act of omission or commission by the Contributor.
- B. The Contributor shall and hereby agrees to indemnify, defend and hold AMGA and its directors, officers, employees, agents and representatives (collectively, the "Indemnified Parties") harmless from and against all demands, claims, actions, causes of action, assessments, losses, damages, liabilities, costs and expenses (including, without limitation, interest, penalties and attorneys' fees and expenses) ("Losses"), asserted against, resulting to, imposed upon, or incurred by AMGA or the Indemnified Parties, directly or indirectly by reason of, arising out of or resulting from any cause whatsoever.
- C. In addition, the Contributor shall and hereby agrees to indemnify, defend, and hold the exhibit hall and its employees and agents harmless from and against all Losses arising out of or caused by the Contributor's installation, removal, maintenance, occupancy, or use of the exhibit space or any part thereof. The Contributor shall also be liable to other Contributors for any damage caused to the other Contributors' property.
- D. In the event that liability is asserted by the Contributor against AMGA or any of its directors, officers, employees, agents or representatives for any reason, the Contributor agrees that in no event shall AMGA or any of its directors, officers, employees, agents or representatives be liable to the Contributor for any amount in excess of the exhibit space rental fee or sponsorship actually paid by the Contributor to AMGA under the Agreement.
- E. The Contributor shall obtain, at its own expense, for the duration of the term of the installation and use of the exhibit space, Comprehensive General Liability Insurance (CGL) in an amount not less than one million dollars (\$1,000,000) per occurrence and \$2,000,000 aggregate, specifically naming AMGA as a co-insured. Contributor shall also obtain Worker Compensation as may be statutorily required in the jurisdiction where services are to be provided or performed and Automobile Liability including hired and non-owned vehicles with limits of \$1,000,000 CSL (combined single limit). All coverage must be written with carriers that are admitted in the jurisdiction where services are to be provided and have at least a rating of A VIII or better in the current AM Best guide. The Contributor Commercial General Liability and Automobile Liability insurance policy must provide the following: (1) coverage to apply as primary without contribution from other sources, and (2) policy

contains a waiver of subrogation provision. No cancellation or material change in coverage will be made without thirty (30) days prior written notice to AMGA. A current certificate of insurance reflecting the above requirements must be on file with AMGA prior to entry to the exhibit floor. The Contributor acknowledges that neither AMGA nor the exhibit hall maintain insurance covering the Contributor's property and that the Contributor is encouraged to obtain business-interruption and property-damage insurance covering any such losses by the Contributor since all such losses are the sole responsibility of the Contributor. It is also recommended that the Contributor obtain insurance policies covering the transporting of its exhibit materials and equipment to and from the Conference.

- F. AMGA advises Contributor to remove all valuables (i.e. laptop computer, cell phones, etc.) at the end of each exhibit session and Contributor will be solely liable for any loss or damage to its property. In the event the Contributor desires special security precautions during the Conference, the Contributor should arrange for private guard service (subject to the requirements for contractors under the sections titled "Contributor Appointed Contractors"), if desired, or should make arrangements to have locked facilities available in its exhibit space for the storage of display materials or products.
- G. The maximum extent of AMGA's liability shall be the amount of the fee paid by Contributor.

Contributor Appointed Contractors

In the event that AMGA appoints any official service contractors for such services as material handling, furniture rental, booth and floral decorations, signs, photographs, drinking water, skilled labor or others, the Contributor agrees to utilize the services of such official service contractors. Specifically, the Contributor acknowledges that electrical service must be coordinated by AMGA's contractor, and that all rental equipment and labor requirements must be requested through AMGA's official decorator. If the Contributor wishes to utilize the services of any contractor other than those contractors appointed by AMGA, the Contributor must first obtain the prior written consent of AMGA. In order to conform to union contract rules and regulations, the Contributor must use qualified union personnel for the various services required for installation and dismantling of exhibits and for material handling within the Conference. Any requests from independent contractors hired by the Contributor must be made to the exhibit hall manager not less than 90 days prior to the Conference start date. The CONTRACTOR hired by the Contributor must, by the deadline date, provide the show's official contractor with a current Certificate of Insurance with minimum limits of \$500,000 property damage per occurrence, \$1,000,000 personal injury per occurrence, workers compensation aggregate coverage of \$1,000,000 per occurrence, and naming Shepard Exposition Services, the Conference location, and AMGA as additionally insured for the time period of the show (including move-in and move-out days).

Exhibit Display Guidelines

- A. Aisles and other spaces in the exhibit hall not leased to Contributors shall be under the control of AMGA. All displays, interviews, conferences, distribution of literature, lectures, audience seating/standing and the transactions of business of any nature shall be made WITHIN the exhibit space assigned to the Contributor.
- B. The Contributor agrees to accept full responsibility for compliance with local, city and state fire, safety and health ordinances regarding the installation and operation of equipment or otherwise relating to the Contributor and its exhibit space. Only fireproof materials may be used in displays, and the necessary fire precautions will be a responsibility of the Contributor.
- C. All exhibit materials and equipment must be located within the exhibit space and protected by safety guards and devices, where necessary, to prevent personal accident or injury to Conference attendees and/or exhibit personnel. Equipment with sharp or protruding edges posing a potential danger to Conference attendees and/or exhibit personnel, at whatever level, must have protective covering and be flagged.
- D. Exhibits should be constructed so that no copy appears higher than **eight** feet from the floor and no structure exceeds a height of **eight** feet. AMGA follows the International Association of Exhibitions and Events (IAEE) guidelines for display rules and regulation and a copy of these regulations will be included in the exhibit kit (island booths may exceed the eight foot limit with permission from AMGA).
- E. Exhibits shall not project beyond the exhibit space allotted to the Contributor. Signs, rails, and other similar items may not intrude into or over the aisles in the exhibit hall. Exhibits shall not obstruct the view or interfere with traffic to exhibits of others. The wings of an exhibit shall not come out more than five feet from the back wall. End cap exhibits are not authorized unless specially approved in advance by AMGA (see IAEE regulations in Contributor kit for more information).
- F. No part of any exhibits and no signs should be pasted, nailed, or otherwise affixed to walls, doors, or other structures in such a way that may cause any damage, loss, expense, and/or cost. The Contributor may not apply paint, lacquer, adhesive or any other coating to exhibit hall columns or floors, or to standard exhibit space equipment not provided by the Contributor. Any and all damage, losses, expenses, and/or costs resulting (including, but not limited to attorney's fees) from failure to observe this Rule shall be payable by the Contributor.
- G. Contributors with audible electric sound motion pictures, or other exhibits or devices that AMGA, in its sole and absolute discretion, deems objectionable or disruptive will be required to discontinue using all exhibits and/or devices so determined to be objectionable or disruptive.
- H. Before any exhibit may be removed from the exhibit hall, the Contributor must make arrangements satisfactory to AMGA and AMGA's decorator for the payment of any charges incurred by the Contributor in connection with its exhibiting at the Conference.

Solicitation/Advertisement

- A. Circulars, publications, printed advertisements, literature, promotional giveaways, samples, and all other advertising materials may be distributed only within the Contributor's assigned exhibit space.
- B. Soliciting, interviews, demonstrations, and detailing by the Contributor must be confined to Contributor's assigned exhibit space.
- C. Advertising, canvassing, soliciting of business, conferences in the interest of business, and other similar activities are not permitted except by Contributors and then only in the Contributor's assigned exhibit space. Selling of any items or services during exhibit hall hours is expressly prohibited.
- D. Canvassing, exhibiting or distributing advertising materials outside of the Contributor's assigned exhibit space is expressly prohibited.
- E. Prize contests and drawings must be approved by AMGA in advance of the Conference.
- F. The extending of printed invitations by the Contributor or by its agents and/or employees from the Contributor's assigned exhibit space for private meetings of AMGA members during the hours of the Conference is prohibited. A copy of all printed invitations must be sent to AMGA for approval prior to the Conference.
- G. No exhibits, displays or advertising material of any kind will be allowed in the exhibit hall rooms or hallways unless approved in advance by AMGA.
- H. Persons who are not Contributors are prohibited from any detailing, exhibiting or soliciting within the exhibit hall.
- I. Solicitation of advertising by magazines or publishers from Contributors on the floor of the exhibit hall is prohibited.
- J. Failure to comply with these Rules regarding Solicitation and Advertisement may, at AMGA's sole discretion, result in the Contributor's dismissal from the exhibit hall.

Access for Persons with Disabilities

AMGA works to provide an accessible Conference for all attendees with disabilities and believes that persons with disabilities should be given the opportunity to participate and interact to the fullest extent possible. AMGA encourages all Contributors to make their exhibit space accessible to people with disabilities.

Age Requirements

In the interest of safety and injury prevention, no one under 21 years of age will be permitted in the exhibit hall during move-in, the duration of the Conference, and move-out. AMGA reserves the right to require proof of age prior to admission to the Conference.

Photography, Copyright, Video

The Contributor may take photographs only of its own exhibit space. Photographing or recording the exhibit space of other Contributors is prohibited without the prior written consent of AMGA and such other Contributor. Contributors must notify AMGA of any audio or video recordings (and the intended use of such recordings) of conference attendees that will take place at their booth. AMGA reserves the right to photograph and record the conference events, including Contributors, as determined in the sole discretion of AMGA. AMGA reserves the right to use photos and videos that may show Contributor's company name or representatives in future educational and marketing materials. Contributor grants to AMGA a limited, revocable, non-transferable license to use Contributor's name, acronym and logo in connection with such materials. Contributors are responsible for paying all licensing and royalty fees that may be due as a result of Contributor's use of any copyrighted materials in the booth. This especially applies to music license fees for live, recorded or mechanical music used in videotapes; music tapes or otherwise that are due to ASCAP, BMI, or other copyright owners. In the event that AMGA is sued for, held liable for, or pays any such fees, the Contributor shall be liable to AMGA for all amounts paid, including all costs and expenses such as attorneys' fees.

Intellectual Property Rights

Contributor represents and warrants that it is either the author or owner of all rights to any materials used at the Conference ("Contributor Content"), and that the Contributor Content does not infringe the rights of others, and that Contributor has full power and authority to submit the content and to grant this license to AMGA. Contributor agrees to indemnify and hold AMGA harmless from any claim by third parties alleging that Contributor granting this license in any way infringes such third party's rights to any or all of the Contributor Content.

This Agreement or the existence of this Agreement shall in no way be construed as an understanding that AMGA recommends or endorses Contributor or its services or products to any third party, other than the provision of benefits agreed upon herein related to the Conference. Other than as agreed herein, Contributor shall not advertise its Contributor or collaborator status under this Agreement in any manner that could be construed as endorsement by AMGA of its products or services.

This Agreement in no way transfers any ownership of AMGA's names, trademarks or logos to Contributor. Except as explicitly permitted in this Agreement, Contributor shall not use any AMGA name, trademark or logo without express written permission from AMGA. Contributor acknowledges and agrees that any breach of this section will result in substantial and serious harm to AMGA, the extent of which cannot be reasonably or adequately compensated in damages in an action at law and may cause irreparable harm to AMGA. Contributor, therefore, expressly agrees that AMGA, in addition to any other rights or remedies which AMGA may possess, shall be entitled to seek injunctive or other equitable relief to prevent a breach of this paragraph by Contributor.