

-2020 CAA TSEC EXHIBITOR TERMS OF SERVICE AGREEMENT-

This “2020 CAA TSEC Exhibitor Terms of Service Agreement” (the “Agreement”) which contains the Trade Show & Education Conference (“TSEC”) rules, regulations, and show policies, is CAA’s new contract for all participating exhibiting companies. This agreement is now digital (replacing the old paper contract). Exhibiting companies will accept the terms online during booth registration and no applicant will be able to complete the registration process unless the terms of this Agreement have been accepted. A copy of the terms is provided below for your convenience.

Please be sure to read the agreement thoroughly, and communicate all information to all pertinent parties, including (but not limited to) anyone from your company that will be on-site the day of the show.

2020 CAA TRADE SHOW & EDUCATION CONFERENCE EXHIBITOR TERMS OF SERVICE AGREEMENT

By registering for a booth for the **April 7th, 2020** TSEC online, the Exhibiting Company, including its employees, representatives, and booth staff (collectively referred to herein as “Exhibiting Company” or “Exhibiting Company Representatives”) agrees to comply with this Exhibitor Terms of Service Agreement (“Agreement”).

TERMS OF SERVICE

The Exhibiting Company agrees to comply with all Chicagoland Apartment Association (“CAA”), Drury Lane Theatre & Conference Center, Midwest Conference Services (“MCS”) and all Village of Oakbrook rules, regulations, codes, laws and ordinances. The Exhibiting Company is responsible for communicating such rules, regulations, codes, laws and ordinances to those of Exhibiting Company who will be attending and/or involved with the TSEC.

1. Registration:

A booth is only officially secured if the Exhibiting Company has both: (i) paid for the booth (in full) by **March 27th, 2020**, and (ii) paid their 2020 CAA associate membership dues (and any other outstanding CAA invoices) in full by **March 1st, 2020**. If payment is not received in full for membership and associated TSEC costs by the aforementioned dates, CAA may retain any payments made as liquidated damages, any remaining charges will be due as liquidated damages, and the booth space will be forfeited to CAA.

2. Cancellation:

If the Exhibiting Company chooses to cancel their registration for the TSEC, such cancellation must be received in writing and such cancellation confirmed by CAA staff no later than **March 5th, 2020** to receive a refund of any fees paid. If an Exhibiting Company registers after March 5th, 2020 and thereafter chooses to cancel such registration, the Exhibiting Company must send their cancellation in writing to CAA staff and obtain confirmation of cancellation from CAA staff, within 7 days of registration for consideration of any refund. **No cancellations will be accepted after March 5th, 2020.** Refunds will not be issued, and forfeiture of the booth and any other registered items shall occur for the following: (i) cancellation of registration after the aforementioned deadlines; (ii) failure to supply logos (where applicable) or company detail (any information the company has the opportunity to supply for the website, program, app, etc.); or (iii) failure to occupy the booth space the day of the event (for any reason).

3. Attendee Traffic; Location of Booth; Process for Choosing Booth:

CAA booth pricing is not a guarantee/guaranteed indicator of attendee traffic. The Exhibiting Company will not receive a refund if their expectation of attendance/attendee traffic is not met. Exhibiting Companies shall not sublet, share, assign, or apportion the whole or any portion of their booth/exhibit space. CAA shall have no liability if an Exhibiting Company choose a booth adjacent to, or in close proximity to, competing Exhibiting Companies. Between February 13th and March 6th, Exhibiting Companies may submit a written request for change in booth assignment to CAA within seven (7) days from the date the Exhibiting Company initially chooses a booth. After March 6th, all requests for change in booth assignment must be received

by CAA within forty-eight (48) hours from the date and time the Exhibiting Company initially chooses a booth. Any written request for change in booth assignment submitted after the foregoing deadlines will not be considered. Upon receiving a timely written request for change in booth assignment, CAA will review and respond in writing within a reasonable time thereafter. All changes in booth assignment are in CAA's sole discretion and, if no change is available, reasonable, or suitable for the Exhibiting Company, in CAA's discretion, CAA shall have no liability for any injury or damages, direct or indirect, that may occur to the Exhibiting Company related to the Exhibiting Company's booth assignment. On or after March 6th, no further requests for change in booth assignment will be accepted.

4. Insurance:

Prior to the commencement of the TSEC, the Exhibiting Company must provide CAA with a Certificate of Insurance listing CAA as the certificate holder, and listing CAA and Drury Lane Theatre & Conference Center as additional insureds, evidencing coverage acceptable to CAA. The Exhibiting Company agrees to carry its own insurance (and if necessary, add a policy) covering their participation in the event (including personal injury and property damage and any other death, injury or damage). Exhibiting Company understands that it is solely responsible to obtain such coverage at Exhibiting Company's sole expense.

5. Liability:

Exhibiting Company hereby indemnifies and holds harmless the CAA, its employees, Board of Directors, representatives, agents and members from all claims, controversies, ordinance violations or causes of action resulting from or related to the TSEC, including the payment of any and all costs of litigation, professional fees, and attorneys' fees resulting therefrom. Exhibiting Company agrees to be responsible for any damage to the Drury Lane Theatre & Conference Center, related equipment or CAA or other Exhibiting Company's property, or any injury to any individual as a result of any act or omission of the Exhibiting Company or Exhibiting Company's Representatives. CAA shall not be held responsible for any injury that may occur to the Exhibiting Company's booth, staff/employees/representatives, or for loss or damage to materials by reason of fire, theft, or any other case, or for any loss or damage related to the Exhibiting Company's booth selection.

6. Additional Rules:

Exhibiting Company also agrees to comply with the following rules which are incorporated as material terms of this Agreement:

- (i) Exhibiting Company's assigned booth will be open to all attendees.
- (ii) Only Exhibiting Company Representatives and employees shall work in its assigned booth space.
- (iii) The Exhibiting Company, regardless if they (or a parent company) have more than one associate membership at CAA, may only advertise/promote one (1) company per booth space.
- (iv) At any time, only four (4) Exhibiting Company Representatives may work in each 8'x10' booth space, (6) in each 10'x10' booth space, five (5) in each 8'x15' booth space, and eight (8) in each 20'x16' booth space at any time.
- (v) Exhibiting Company will adhere to move in/out dates, timelines and guidelines.
- (vi) The Exhibiting Company/Exhibiting Company Representatives shall only move booth materials/equipment through the back entrance that Drury Lane Theatre & Conference Center assigns. If anyone is found in violation of this rule, the Exhibiting Company shall be subject to a \$500 fine from CAA.
- (vii) Exhibiting Company Representatives must stay within their assigned booth space and may not enter another booth uninvited, even if it is unattended.
- (viii) Exhibiting Company Representatives may not handle samples, take literature, or take giveaways without permission.
- (ix) Exhibiting Company Representatives may not block or interfere with a neighboring exhibit or any other Exhibiting Company's booth. Interference includes but is not limited to excessive sound and objectionable lighting, to be determined in the sole discretion of CAA.)
- (x) Exhibiting Company Representatives are only allowed to sell/market/advertise from within their assigned booth space, unless it has been outlined and agreed to via a CAA sponsorship. All aisle space belongs to CAA, and

“assigned booth space” does not include any other location in/on the Drury Lane Theatre & Conference Center property (i.e. bathrooms/classrooms).

(xi) Exhibiting Company/Exhibiting Company Representatives shall not deface the furniture, fixtures, or building surface (including the floor) of Drury Lane Theatre & Conference Center in any way through use of tacks, nails, glue, tape, paint or otherwise. Exhibiting Companies shall not be allowed to nail anything into the walls or floors of the exhibit hall/venue.

(xii) Exhibiting Company must provide the necessary shielding or safety items to protect attendees, other Exhibiting Companies, and all others from equipment that is operable or any other materials, processes or operations which may cause bodily harm. Mechanical or electrical devices that produce sound must be operated so as not to disturb other Exhibiting Companies. Electrical wiring and equipment must meet the electrical codes of the Village of Oakbrook as well as MCS/Drury Lane Theatre & Conference Center rules, which are available upon request.

(xiii) Exhibiting Company shall limit the height of display materials to 42 inches if placed anywhere in the front 7 feet (or 3 feet in the case of tabletops) of their booth space. Display materials may not exceed the height of the back of the booth space (8'). Unfinished sides of backdrops left exposed shall be draped or finished at the expense of the Exhibiting Company.

(xiv) Exhibiting Company shall be responsible for making any arrangements and providing its own for labor. Loading, electricity, gas, water and other utilities (and special services) are provided only when the Exhibiting Company orders them through MCS or Drury Lane Theatre & Conference Center. Exhibiting Company shall pay through authorized parties in compliance with city/state regulations, insurance, and other requirements, and shall be responsible for directly communicating with said service providers regarding products/services, time, process, etc.

(xv) If an Exhibiting Company provides volunteers to assist CAA at the show, their interactions outside of their assigned booth space are limited to the parameters of their assigned volunteer position. Sales are not allowed to be conducted at these posts, only within their correlating Exhibiting Company's assigned booth.

(xvi) CAA has the right to adjust booth assignments and numbers, and to relocate booth spaces as well as make reasonable changes in the rules, exhibit hours, and the move in/move out day/time/arrangements at any time.

(xvii) CAA shall not be held responsible for the performance of the venue's wireless internet services, or for any services/goods/products that the Exhibiting Company contracts for through MCS, Drury Lane Theatre & Conference Center, or any other third-party. This includes (but is not limited to):

- o Any materials shipped to Drury Lane Theatre & Conference Center or through MCS that do not arrive at the event, or arrive damaged
- o Any damage to Exhibiting Company's property

(xviii) CAA reserves the right to create/use photography and video taken at the show for marketing, sales, publicity and other use, including: exhibitors, their booths, booth staff, and attendees. These images will be CAA's sole property, free of any claims of the company or any persons deriving any rights or interest from the exhibiting company.

(xix) CAA reserves the right to prohibit a company from exhibiting/sponsoring/participating (in the sole discretion of the CAA Executive Vice President) in TSEC.

(xx) All sponsoring companies must be Exhibiting Companies or Regular Members of CAA.

(xxi) **All points not covered by the aforementioned are subject to the decision of the CAA Executive Vice President.**

7. Violations:

If at any point the Exhibiting Company or Exhibiting Company Representatives are found in violation of the terms of this Agreement, CAA has the right to require the Exhibiting Company or Exhibiting Company Representatives to leave the TSEC immediately and not return, and to decline any refund of payment.

(i) Any Exhibiting Company observed selling a product or service outside of their booth or obstructing aisles will be reported to show management and escorted off the show floor.

- (ii) If Exhibiting Company or Exhibiting Company Representatives are found to be out of compliance with the aforementioned rules & regulations, they may be required to leave the show at any time without refund of any registration or sponsorship payments.
- (iii) Exhibiting Companies found selling outside of their booth or violating these rules may be required to leave the TSEC without any return on registration or sponsorship payments.

In addition to or in conjunction with the remedies set forth above, enforcement of any of the provisions contained in this Agreement, or any rules and regulations hereunder, may be by proceeding at law or in equity by CAA against any entity, person or persons violating or attempting to violate any such provision, and failure by CAA to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.