

## Participation Terms and Conditions

The California Credit Union League (CCUL) and the Nevada Credit Union League (NCUL) (collectively, "Leagues") have contracted with California League Services Corporation ("CLSC" or "Event Management") to produce and provide event management and attendance promotion for its 2017 REACH Annual Meeting & Convention ("Event"). The Event will take place at the JW Marriott Desert Springs Resort ("Facility") on Nov. 6-8, 2017 ("Event Dates") and the trade show ("Trade Show") will take place at designated times during the Event. Any person or entity attending or participating in the Event ("Sponsor") shall be subject to these Participation Terms and Conditions ("Terms and Conditions").

By sponsoring an event at REACH 2017, the Sponsor agrees to the following terms and conditions.

The acceptance of sponsorship is based upon social, professional, ethical, and legal considerations. The Leagues reserve the right to unilaterally reject or cancel any sponsorships that it deems are not in the best interest of the Leagues, its members, and consumers.

Sponsors are jointly and severally liable for all content (including text representation and illustration) of the logo printed. Sponsors shall indemnify and hold harmless the Leagues from and against any and all claims, demands, actions, judgments, costs, damages, expenses and liabilities inclusive of attorney fees and court costs arising out of or in connection with Sponsors log. The Leagues shall not be responsible for any direct or indirect damages to Sponsor arising out of this agreement.

Sponsorships do not constitute endorsements by the Leagues.

The Leagues reserve the right, in its sole and absolute discretion, to position logos anywhere on publications.

The Leagues shall not be responsible for any typographical or printing errors.

This Agreement contains the entire agreement of the parties; this Agreement supersedes any agreement Advertisers may have among themselves or that is submitted with any Advertiser's artwork or advertising copy.

1. **EXCLUSIVE CONTROL:** Event Management shall have exclusive control over event admission and operational policies, including the enforcement of these Terms and Conditions. These Terms and Conditions are established for the mutual benefit and protection of Event Management and Sponsor. Event Management shall retain the right to make such changes in the time schedule or in the general plan of the event as deemed necessary. Sponsor shall conform to these Terms and Conditions and to any rules of the Facility in which the Event is being held.
2. **RESPONSIBILITY:** It is the responsibility of the Sponsor to be fully familiar with these Terms and Conditions and to comply with same. It is the further responsibility of the Sponsor to ensure that each individual in any way associated with Sponsor including, but not limited to, any employee, agent, representative, affiliate, independent contractor, or any other person or entity who may

be on the Event premises or attending the Event at the request or on behalf of the Sponsor ("Sponsor Attendees") on the Event premises or attending the Event is also familiar with these Terms and Conditions and complies with same.

3. **CONTRACT FOR EXHIBIT SPONSORSHIP PARTICIPATION:** Sponsor must sign the Participation Application and tender payment in full of the Application Fee. Acceptance by Event Management of the signed documents and payment constitute a tentative contract for exhibit sponsorship. Failure to occupy the assigned exhibit space shall not relieve any Sponsor of the obligation to pay the full Application Fee. Each Sponsor MUST be registered for the event and pay the Application Fee and each Sponsor Attendee must be individually registered and pay any applicable fees.
4. **ASSIGNMENT OF EXHIBIT SPONSORSHIP SPACE:** Allocation of available exhibit space will be assigned at the sole discretion of Event Management. Event Management will make a reasonable effort to assign exhibit space based upon the preferences indicated by the Sponsor on the Participation Agreement; however, Event Management does not guarantee any particular exhibit space will be assigned to a given Sponsor. Sponsor may only display products and/or information in the assigned exhibit space. An exhibit space is NOT to be considered definite until a confirmation letter containing the assigned exhibit space is received by the Sponsor. No space will be assigned without full payment.
5. **APPLICATION FEE:** The signed Participation Agreement and payment in full of the Application Fee must be received by Event Management by the published deadline. The exhibit space reserved for the Sponsor will be released and any sums already paid may be retained by Event Management as liquidated damages for Sponsor's failure to complete timely payment.
6. **CANCELLATION POLICY:** Cancellation of Participation MUST be made in writing. In the event of such cancellation, Event Management agrees to return to Participating Company any rental fees paid by it to Event Management, minus a 50 percent cancellation fee per booth for cancellations received no later than Oct. 5, 2017. No refunds will be made for cancellations received after Oct. 5, 2017.

Notwithstanding the above, the performance of this Agreement by Event Management is subject to acts of God, civil disorders, disaster, government regulations, or other emergencies, or any other circumstance beyond the control of Event Management including, but not limited to, power failure or blackout, any of which make it illegal or impossible to provide the facilities and/or services contemplated. This Agreement may be terminated by Event Management for any one or more of such reasons without liability.

Cancellation of registered representatives must be submitted in writing no later than Oct. 5, 2017 to be eligible for a refund minus a 20 percent processing fee. Cancellations of registered representatives received after Oct. 5, 2017 will not be refunded.

## Participation Terms and Conditions (continued)

- 7. BOOTH SPACE SET-UP, TEAR DOWN AND FORFEITURE:** Exhibitor agrees to comply with the installation and dismantling schedules provided below. Installing or dismantling an exhibit at any other time without the prior written consent of Event Management is expressly prohibited.

The specific requirements as to time for installation and dismantling of exhibits will be set forth in the Opportunity Catalog for this Event and shall be binding upon the Sponsor as through fully set forth herein. Each Sponsor shall have its exhibit in place before the special opening of the Platinum area of the Trade Show, 5 p.m., Monday, Nov. 6, 2017 and have its exhibit dismantled and removed following the closing of the Trade Show.

Any reserved exhibit space which remains unoccupied or otherwise not checked in with Event Management by 4 p.m., Monday, Nov. 6, 2017, will be deemed forfeited and may be re-rented, reassigned, or otherwise used at the sole discretion of Event Management.

Move-In: 10 a.m. – 5 p.m. Monday, Nov. 6, 2017

Early dismantling is disruptive to the Exhibit Show. Therefore, exhibitors may not pack, tear down, or remove any portion of the exhibit prior to the official closing. An early dismantle fee of \$2,500 will be charged to any exhibitor the Leagues determine to have begun packing and/or dismantling any portion of their exhibit prior to show closing. Failure to pay the assessed fine may result in the Sponsor being refused the opportunity to exhibit the following year.

The act of tearing down a booth consists of dismantling or removing any part of the booth or marketing materials that have been used during the course of the Trade Show before the stated tear down hours.

Move-Out: 9:30 a.m. – 6 p.m., Wednesday, Nov. 8, 2017

It will be each Exhibitor's responsibility to see that all materials are removed from the facility by 6 p.m.

- 8. APPROPRIATENESS OF EXHIBITS:** Event Management reserves the right to judge the appropriateness of any display and/or the conduct of Sponsor and/or Sponsor's Attendees while on the event premises, and to decline to permit Sponsor to conduct or maintain a display if, in the sole judgment of Event Management, said display or conduct shall in any respect be deemed unsuitable. This reservation relates to persons, conduct, the display of articles or merchandise, printed matter, souvenirs, catalogs, and any and all other things, without limitation, which might negatively affect the character of the Event.
- 9. PROJECTION OF PICTURES:** The exhibit space assigned must be able to contain within its outside measurements a reasonably anticipated audience if projected pictures (motion pictures, video, slides, etc.) and demonstrations are shown in the exhibit space. Any activity that results in the obstruction of aisles or interferes with access to other exhibit space shall be suspended for any period of time specified by Event Management.

- 10. SOUND LEVELS:** All sounds, music and other noises must be kept at sufficiently low levels so as not to disturb other Sponsors. Public address systems, radio broadcasts, and other devices used only to attract attention by sound are prohibited. Event Management reserves the right to turn off the electricity of any Sponsor who violates this rule.

- 11. MODELS:** Sponsors who use models or mannequins are responsible for ensuring that their appearance and manner are not offensive, and Event Management will have sole discretion to make determinations on this matter.

- 12. USE OF SPACE AND RESTRICTIONS:** Distribution of marketing material and exhibitor solicitations of any sort shall be restricted to the assigned space. Exhibit displays, including booths, signs, and promotional giveaways may not extend beyond the limits of the space assigned. The aisles and other spaces on the event premises not rented to Sponsor shall be under the exclusive control of Event Management. No Sponsor may arrange its exhibit to obscure or prejudice adjacent exhibitors in the opinion of Event Management.

- 13. SHARING AND SUBLETTING:** Sponsor agrees not to assign or sublet the whole or any portion of the assigned exhibit space. Two Sponsors may, upon advance application to Event Management, be permitted to share a single exhibit space. For any exhibit space so shared, there will be a 50 percent charge added to the Application Fee for the exhibit space.

- 14. SOLICITATION BY NON-EXHIBITORS:** Persons not affiliated with a registered Sponsor pursuant to a signed Participation Agreement are prohibited from posting any displays or distributing any merchandise, printed matter, souvenirs, catalogs or the like within the event premises, meeting facilities, or hospitality suites.

- 15. CONFLICTING ACTIVITIES:** Sponsor shall not permit, conduct or participate in activities, on any location on Event Facility grounds that would take attendees from official functions of the Event during Event hours. Sponsor shall not take literature, samples, gifts, or register for prizes from other Sponsors, nor shall any Sponsor visit another Sponsor's hospitality function without that other Sponsor's express permission. This, however, does not prohibit participation in Event fundraisers. Each Sponsor is responsible to know and comply with any and all local, state, and federal laws applicable to Sponsor's activities during the Event including, but not limited to, those regulating gambling, auctions, alcohol, and similar activities.

- 16. TRADE NAMES; PUBLICITY:** Nothing contained in this Agreement shall be construed as conferring any license or right with any respect to any trademark, trade name, brand name, logo, or the corporate name of Leagues or CLSC. Any use of the any trademark, trade name, brand name, logo, or the corporate name of Leagues or CLSC requires the express written consent of that party and only in accordance with the terms and conditions specified by that party.

## Participation Terms and Conditions (continued)

- 17. INDEPENDENT CONTRACTOR:** The parties understand that the relationship created hereby is one of independent contractor, and that nothing contained herein shall be construed by the parties or by any third person to create any franchise, fiduciary, agency, partnership, joint venture, employment or other special relationship between the parties. Neither party may create any obligation or responsibility, express or implied, on behalf of or in the name of the other. Sponsor is expressly prohibited from representing itself as an affiliate, associate, partner, division, or extension of the Leagues or CLSC without the express authorization of such entity. Sponsor is expressly prohibited from representing itself or its activities as bearing the approval, endorsement, recommendation, sponsorship, or any other official or unofficial relationship to or with the Leagues or CLSC without the express authorization of such entity.
- 18. PRIZE DRAWINGS:** All prize drawings must be approved in advance by Event Management in accordance with drawing rules or guidelines established for the Event. Any and all prizes to be distributed by means of a drawing shall be awarded based on a random selection from qualified contestants in full compliance with applicable law. It is the sole responsibility of the Sponsor to ensure the prize drawing winners receive their prize.
- 19. PARTICIPATION CONTACT PERSON:** Sponsor shall designate one (1) contact person on the Participation Agreement with authorization to enter into such contracts as necessary for the installation and removal of displays and the provision of services for which the Sponsor will be responsible.
- 20. CONVENTION REGISTRATIONS:** No more than four (4) representative registrations are included with each Platinum Sponsorship purchased. Three (3) representative registrations are included with each Gold Sponsorship purchased. Two (2) representative registrations are included with each Silver Sponsorship purchased. One (1) representative registration is included with each Bronze and Networking Sponsorship purchased.
- Any additional person(s) on the premises on behalf of Sponsor will be required to pay the Registration Fee determined for additional representatives. Individuals registered as GUESTS may not act as representatives of the Sponsor within or at the Event venues.
- 21. OFFICIAL DECORATOR:** Freeman will be the official decorator ("Decorator") for the Event. Sponsor shall arrange with Decorator for the rental of all decorations other than that provided with booth space.
- 22. SHIPPING:** Sponsor shall ship, at its own risk and expense, all property to be exhibited. All shipments must be prepaid. Specific questions may be directed to Event Management.
- 23. FIRE REGULATIONS:** All decorations, signs, banners, or any other similar material generally considered to be easily ignited shall be flame retarded to the satisfaction of the applicable fire department. Aisles and exits shall be kept clean, clear and free of obstruction. Sponsor shall at all times abide by applicable health and safety regulations.
- 24. INSURANCE, LIABILITY AND INDEMNIFICATION:** The Sponsor agrees to maintain, at its sole cost, adequate insurance to fully protect the Event Management and its co-sponsors, service contractors and the Facility from any and all claims arising from Sponsor's activities including but not limited to, the installation, operation and dismantling of Exhibit displays. This includes claims under the Workers' Compensation Act or personal injury, death, or for damage to property. The Sponsor is responsible for any and all damages caused by the Sponsor, its employees and agents. The Sponsor understands that neither Event Management nor the Facility maintains insurance covering the Sponsor's property and it is the sole responsibility of the Sponsor to obtain such insurance. Sponsor agrees to protect, save and keep Event Management, and its co-sponsors, service contractors and the Facility harmless from any and all claims, losses, costs, damages, liability and expense arising from Sponsor's occupancy or use of the event space, failure to comply with the terms, conditions, Terms and Conditions and regulations as stated herein, or as a result of any act or omission of the Sponsor, its employees, or agents and waives all claims of any kind against the Event Management, service contractors and Facility. Any controversy or claim arising out of or relating to this contract, or to breach thereof, shall be settled by arbitration in accordance with the Rules of American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.
- 25. PENALTY FOR VIOLATION:** It is the responsibility of Sponsor to ensure that these Terms and Conditions are followed. Failure to do so may result in a fine or the Sponsor's suspension from this and future CCUL/NCUL conferences and functions.