

1. RULES AND REGULATIONS. The term "Event" refers to the 2024 ASAE Marketing, Membership & Communications Conference to be held May 30-31 at the Walter E. Washington Convention Center in Washington, D.C. The Event is owned, produced, and managed by ASAE: The Center for Association Leadership ("ASAE"). The term "Exhibitor" refers to the organization or person that applied for and has been granted exhibit space rental and such applicant's officers, directors, shareholders, employees, contractors, agents, and representatives.

2. APPLICATION TO EXHIBIT. The receipt by ASAE of an online submitted Application and Contract for Exhibit Space will constitute as a binding contract (the "Agreement"). ASAE reserves the right to reject any application for space for any reason. If any Exhibitor changes management or is purchased by another company/organization, this Agreement becomes binding on such company/organization.

3. EXHIBIT SPACE SPECIFICATIONS. KIOSKS: Each exhibiting company shall receive custom kiosks (as pictured with custom color graphics submitted by the exhibitor), kiosk sign to include company logo and QR code; two (2) bar stools; one (1) wastebasket; online kiosk profile; a standard company listing in the official conference website and in the mobile app to include a 25-word company description; pre-registered attendee list; post-show attendee list; and three (3) full-meeting registrations per custom kiosk. Any use of the attendee list, including the use of such list for promotional and other mailings, is subject to the prior written approval of ASAE. Pre- and post-show attendee lists are for one time use for promotion and follow-up of your participation in this ASAE event only.

4. EXHIBIT SPACE ASSIGNMENTS. Exhibit space will be assigned first-come, first-serve. ASAE shall act in good faith to assign the Exhibitor's kiosk in the location indicated by Exhibitor. Notwithstanding the above, ASAE reserves the right to change the floor plan or to change the location assigned to Exhibitor at any time as it may, in its sole discretion, deem necessary in the best interest of the Event. Exhibitor shall not sublet or permit the use of all or any part of the kiosk or any equipment provided by ASAE, nor shall Exhibitor assign this Agreement in whole or in part, without written notice to and approval from ASAE.

5. EXHIBITOR SERVICES KIT. The online Exhibitor Services Kit will include all pertinent information regarding the Event including, but not limited to, additional rules and regulations, onsite display rules, installation/dismantle schedules, registration information, Official Vendor order forms and pricing, shipping and drayage, utilities and building services, and additional visibility opportunities.

6. EXHIBITOR REPRESENTATION. Exhibiting companies are limited to registering three (4) persons per kiosk space. Once all available badges have been used, no additional personnel with the Exhibitor shall be permitted to register or attend the meeting in any capacity. Each Exhibitor representative must be registered to participate in the Event. Three (3) full-meeting registration per kiosk space is included in kiosk fees, as noted above. One additional paid registration for each kiosk space purchased, if desired, can be purchased for \$799. Expo Hall Only registrations are not made available to Exhibitors.

7. CANCELLATION OF SPACE BY EXHIBITOR. All requests for cancellation or reduction of exhibit space must be made in writing and shall become effective upon receipt by ASAE. Due to the difficulty of determining and detailing the losses which would result from cancellation of exhibit space, the Exhibitor agrees to pay the following as liquidated damages (and not as a penalty) if the Exhibitor cancels its exhibit space: Full refund of all payments less a \$150 administrative fee will be granted if written notice is received by ASAE no later than March 29, 2024. A 50% refund of total exhibit space fees (not just the initial deposit), minus a \$150 processing fee, will be granted upon written notice received between April 1, 2024 and April 15, 2024. **Commencing April 16, 2024 no refunds will be made.**

8. CANCELLATION OR POSTPONEMENT OF EVENT. It is mutually agreed that, in the event that the Event is cancelled for any reason, then and thereupon this Agreement will be automatically terminated and ASAE management will determine an equitable basis for the refund of a portion or all of the exhibit fees, after due consideration of expenditures and commitments already made.

9. PAYMENT OF DEBTS. Exhibitors must make required payments for exhibit space as outlined under payment information on page one. Exhibitors are further responsible for ensuring that there are no outstanding amounts owed by them to ASAE. If all payments and outstanding amounts are not paid in full by April 15, 2024 ASAE retains the right to cancel the Exhibitor's space without further notice and without obligation to refund previously paid amounts. Any re-sale of exhibit space shall not result in a refund to the Exhibitor. Exhibitors may not move-in to their exhibit space until payment in full is received by ASAE.

10. EXHIBIT SPACE OCCUPANCY. Any Exhibitor that fails to occupy its assigned exhibit space by the end of published set-up hours, leaves its exhibit space unattended during Event hours, or begins dismantling of exhibit space prior to the close of the Event by ASAE, may forfeit its right to the exhibit space and its eligibility to exhibit at future ASAE events.

11. ARRANGEMENTS OF EXHIBITS. Exhibitor agrees to abide by all exhibit display guidelines published in the Exhibitor Services Kit. All Exhibitors must remain within the confines of their own exhibit space, and no Exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view or disadvantageously affect the display of other Exhibitors. ASAE shall have the right to demand modification of the appearance of dress of persons or mannequins used in conjunction with displays or demonstrations. Exhibits not conforming to these specifications, or which in design, operation, or otherwise, are deemed objectionable by ASAE in its sole discretion, will be prohibited.

12. HANDLING AND STORAGE. Neither ASAE nor the owners or managers of the Event facility will accept or store display materials or empty crates; Exhibitor shall make its own arrangements for shipment, delivery, receipt, and storage of such materials and empty crates. Such arrangements must be made through the Official Drayer, and Exhibitor shall in any event provide the Official Drayer with copies of all bills of lading. All shipments and deliveries to the Event shall be prepaid. Exhibitor shall not incur any obligation to the Official Drayer merely by reason of providing copies of any bills of lading hereunder.

13. EXHIBITOR OPERATION AND CONDUCT/RIGHT OF ENTRY AND INSPECTION. (A) Exhibitors may not schedule any private functions or events which conflict with officially scheduled ASAE events; (B) All activities must be carried on in Exhibitor's contracted exhibit kiosk space; (C) The use of live animals is prohibited in the Event; (D) The use of objectionable amplifying or lighting equipment is prohibited; (E) Exhibitors may not use strolling entertainment, remote-controlled devices, nor distribute samples, magazines, or advertising materials in any area outside their exhibit kiosk; (F) The use of helium-filled balloons is prohibited in the Event; (G) The use of segways or other similar equipment is prohibited, unless used as a disability aid; (H) It is the Exhibitor's responsibility to ensure that models' and/or artisans' appearance and dress will not be offensive to modest tastes. Furthermore, artisans and models are not permitted to perform or appear outside of the contracted exhibit kiosk space during Event hours; (I) Food and beverage may be dispensed from Exhibitor's kiosk within the following guidelines: (i) Distribution area must be kept clean and attractive; (ii) All attendees must have the opportunity to receive samples; and (iii) Any food and beverage distributed must be arranged through the facility where the Event is held. If Exhibitors engage in any conduct in violation of the rules and or applicable laws, ASAE reserves the right to cancel the Exhibitor's space without further notice and without obligation to refund monies previously paid and to re-sell exhibit space assigned. ASAE further reserves the right to reject Exhibitor's application to exhibit in future shows of ASAE. Further, ASAE in its absolute discretion shall have the right at any time to enter and inspect the area occupied by Exhibitor. Exhibitors and their representatives shall at all times conduct themselves in a professional manner and shall not disparage or defame fellow exhibiting companies, member companies, ASAE, ASAE Foundation, ASAE Business Services Inc., or the employees of aforementioned organizations, or engage in other activities detrimental to the Event.

14. EXHIBITING CODES AND AGREEMENTS. Exhibitor hereby agrees to be bound by all exposition rules and regulations outlined here and in the Exhibitor Service Kit, and any additional rules, regulations, and information as may be adopted by ASAE or the Event facility. Exhibitor further agrees to adhere to and be bound by (i) all applicable fire, utility, and building codes and regulations of the facility where the exposition is held; (ii) any rules or regulations of said facility; (iii) the terms of all leases and agreements between ASAE and the managers or owners of said facility; (iv) the terms of any and all leases and agreements between ASAE and any other party relating to the Event; and (v) all Federal, State, and local laws, codes, ordinances and rules; without limiting the foregoing, Exhibitor shall construct its displays to comply with the Americans with Disabilities Act. Exhibitor shall not, nor shall Exhibitor permit others to, do anything to its exhibit space or do anything in the Event facility which would cause a difference in conditions from those previously approved by the insurance carriers of ASAE, or the owners or managers of said facility, which will in any way increase premiums payable by any of said parties, and Exhibitor shall be responsible for any such increase resulting from violation of this section.

15. LISTING AND PROMOTIONAL MATERIALS. By exhibiting at the Event, Exhibitor grants ASAE a fully paid, perpetual, non-exclusive license to use, display, and reproduce the name of the Exhibitor in any directory or listing of the Event exhibitors and to use such names in promotional materials. ASAE shall not be liable for any errors in any listing or for omitting any Exhibitor from any directory or listing pertaining to the Event.

16. BOOKS/BOOK SIGNINGS. Exhibitors agree not to distribute books or have a book signing event in their kiosk without receiving advance written permission from ASAE.

17. LIABILITY AND INSURANCE. This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between ASAE and Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless, and defend ASAE, its officers, directors, employees, agents, affiliates, and subsidiaries (collectively, "Indemnified Party"), from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to cost, interest, and attorney's fees) which any Indemnified Party may incur, suffer, be put to, pay, or be required to pay, incident to or arising directly or indirectly from any act or omission by Exhibitor or any of its employees, servants, or agents. Exhibitor further agrees that the Indemnified Party, shall not be responsible in any way for damage, loss, or destruction of any property of Exhibitor or injury to Exhibitor or its representatives, agents, employees, licensees, or invitees. Exhibitors must obtain insurance policies covering exhibit materials at the ASAE Event. Exhibitors must also have public liability, bodily injury, and property damage insurance. Such insurance shall name the Event facility, ASAE, and the Official General Contractor as additional insureds. Upon request, Exhibitor shall provide a certificate of insurance to ASAE.

18. LIMITATION OF DAMAGES. In no event will an Indemnified Party be liable to the Exhibitor, whether in contract or tort, for any amount in excess of the exhibit space rental fee in relation to any damages, including lost profits, arising out of or relating to the ASAE Event, the rental of exhibit space, the conduct of ASAE, any breach of this Agreement, or any other act, omission, or occurrence.

19. PROTECTION OF EXHIBIT FACILITY. Exhibitor is expressly bound, at its expense, to promptly pay for or repair any and all damage to the exhibit facility, kiosk equipment, or the property of others caused by the Exhibitor or any of its employees, agents, contractors, or representatives.

20. INTERPRETATION AND ENFORCEMENT. ASAE has full power to interpret and enforce all regulations for the Event and the power to make amendments and/or further regulations that are considered necessary for the proper conduct of the Event. Such decisions shall be binding on all Event exhibitors. Failure to comply with any rule or regulation may be sufficient cause for ASAE to require the immediate removal of the offending exhibitor, and may result in forfeiture of all further rights to exhibit at future events sponsored by ASAE, together with all fees paid. ASAE may lease any space so forfeited to another exhibitor.