

**League of California Cities (League) Annual Conference (Conference) & Expo 2019 Agreement.**  
**Terms are not negotiable.**

1. APPLICATION AND AGREEMENT: All Conference exhibitors (Exhibitors) will enter into and execute this online application (Application) and agreement (Agreement) for exhibit space at the Conference & Expo (Expo). By signing the Application, Exhibitor agrees and subscribes to the terms and conditions in this Agreement, and in the Exhibitor service manual that will be sent in advance of the Expo, all of which are incorporated by reference and made part of this Application and Agreement. In case of any inconsistency between the Agreement and the Application, the Agreement will govern.
2. ELIGIBLE EXHIBITORS/EXHIBITOR CONDUCT: Only Exhibitors offering products, equipment or services that are related to the interests of cities may obtain exhibit space. The League reserves the right in its sole discretion to determine the eligibility of any applicant to be an Exhibitor. The League further reserves the right to decline, prohibit, deny access or remove any exhibit, which in its sole judgment is contrary to the character, objectives, and best interests of the Expo or the mission of the League. This reservation includes, but is not limited to, any violation of any public policy or these rules and regulations and extends to persons, things, printed matter, products, and conduct. At no time shall more than one Vendor operate within a booth. Booth personnel must wear a vendor badge with both the representative's name and the Exhibitor's name on the badge.
3. EXHIBIT SPACE FEE: The cost of the exhibit space is listed on the Application. Exhibit space includes a 10'x10' booth space, standard booth back-drape and side rails, one booth sign showing Exhibitor's company/organization name and booth number. One listing in the conference program book with url, company name, booth number. One listing in the annual conference app including company name, url, booth number, company description, other League affiliations. Four, expo-only badges per 10x10 space; each additional badge \$125, up to a 20% discount to advertise in *Western City* magazine. Company name and booth number to appear on conference signage. Booth location, company name, description published in the online search from the League's expo homepage, and one post-conference roster of attendees that includes name, title, city and a percentage of "opt-in" email addresses will be provided.
4. ONLINE PAYMENT FOR EXHIBIT SPACE: Exhibitor will pay at least 50% of the total exhibit space rental fee within the stated deadlines upon submission of this Application and Agreement. Full payment of the total space rental fee is due before Wednesday, July 12, 2019. After this date, new sign-ups will pay one hundred percent (100%) of the exhibit space rental fee when this Application and Agreement is submitted.
5. LOCATION OF EXHIBIT SPACE: Booth space assignment will be based on the number of non-sequential years of exhibiting at the Conference (referred to as "Points"), with the accrual of one Point for each year of exhibiting with the League and preferences provided in the Application. The process will begin at the designated date set by the League. The League, however, reserves the right to determine, in its sole discretion, the exact location of Exhibitor's exhibit space. The League further reserves the right to relocate Exhibitor's assigned exhibit space at any time to an area other than that selected by Exhibitor or previously assigned by the League. Floor plan is subject to change.
6. CANCELLATION OR REDUCTION OF SPACE: Exhibit space will be considered cancelled by Exhibitor upon the date that written notice of the cancellation is received by the League. Refunds for cancelled space will be given based on the following:
  - a) For cancellation on or prior to July 12, 2019, 50% of the total exhibit space rental fee will be refunded (i.e. no refund if only paid half).
  - b) For cancellation on or after July 13, 2019 no refund will be provided.Either of the following will be deemed cancellation subject to the monetary penalties described in this paragraph: a) failure to set up exhibit space by one hour before the opening of the Expo; or b) failure to pay the full amount of exhibit space rental fee when due. A reduction in space will require an adjusted total space rental fee as determined by the League in its sole discretion, and will follow the same rules for partial refund as set forth in this paragraph.
7. CHANGES IN DATES OR NON-OCCURANCE OF EXPO: Exhibitor agrees that the League will not be liable in any way for any costs, expenses, loss of profits or any other damages whatsoever, incurred or sustained by Exhibitor or its agents or assignees in the event that the Expo is not held on the dates contemplated for any reason or for no reason at all. In the event the Expo is not held at all, the League will refund to Exhibitor the amount of exhibit space rental fee paid by Exhibitor under this Agreement, less any actual costs the League incurred to produce the Expo up to that date for labor and materials.
8. ASSIGNMENT: Exhibitor will not assign this Agreement, nor will Exhibitor sublease, license, or share all or part of the exhibit space, without prior written consent of the League.
9. INSTALLATION AND REMOVAL OF EQUIPMENT: Exhibitor will have access to its assigned exhibit space at times that will be specified in the Exhibitor service manual sent to Exhibitor in advance of the Expo. All displays must be erected and completely arranged for

viewing at least one hour in advance of the time set for the opening of the Expo. Failure to do so will be deemed a cancellation of Exhibitor's space, subject to the monetary penalties set forth in paragraph 6 of this Agreement. Noisy, unsafe or unsightly work in Exhibitor's booth area after this deadline and/or during Expo hours is prohibited. Exhibitor goods/materials received at the Expo facility after the opening of the Expo will not be delivered to Exhibitor's booth during the Expo hours. No displays may be dismantled, nor packing started, until after the official closing of the Expo. At the League discretion, any failure to abide by this provision may result in the removal of 50% of accrued Points earned (as stated in paragraph 5) from Exhibitor's total Points earned. After the official closing of the Expo, Exhibitors will remove from the Expo area all property, goods and effects belonging to Exhibitor or caused by Exhibitor to have been brought upon the premises. Removal of all exhibits from the Expo area must occur by the time provided in the Exhibitor service manual. If exhibits are not removed by that time, the League will have the right to remove and dispose of such property, goods and/or effects in any manner it may deem reasonable, including, but not limited to, selling them, disposing of them and storing them or causing them to be stored. Exhibitor will pay all expenses incurred by the League as the result of the Exhibitor's failure to remove the materials, including a reasonable fee for the League's time, services, labor and materials.

10. OFFICIAL SERVICE CONTRACTOR: Exhibitor will use the League's official service contractor (OSC) for drayage and rigging and custom cleaning. Exhibitor will place orders for special lighting, water, gas and/or other special work through the OSC. All decorating and exhibit furniture will be handled by requisition of the OSC. A schedule of prices will be included in the Exhibitor service manual. All Exhibitor electrical requirements must be ordered directly with the general service contractor.

11. ARRANGEMENT OF EXHIBITS: Exhibits will be arranged so they do not obstruct the general view of other exhibits in the Expo. The standard booth structure has an 8' back-drape and 3' dividing sidewalls. A piece of equipment or a product, which is an integral part of the display but not a part of the exhibit booth, may extend to 15' near the back wall of the booth. If Exhibitor plans any special displays, Exhibitor will submit drawings for such displays in advance of the Expo for League approval. Exhibitor will have its exhibit space neat and orderly at all times. Exhibitor will not be permitted to store packing crates, materials and/or boxes within its assigned exhibit space during the Expo. These items, when properly marked, will be stored and returned to Exhibitor by the OSC at Exhibitor's expense. Exhibitor will mark these items for storage as soon as they are empty or otherwise ready for removal to facilitate the final preparation of the Expo for opening. Exhibitor will not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, air conditioning, or fire safety systems, in the Expo facility or area. Exhibitor will not do, nor permit to be done, anything that may interfere with free access and passage in and around the exhibit space areas, in the public areas adjacent to them, or to the streets or sidewalks adjoining the Expo facility. The League retains sole discretion and authority over the placement, arrangement and appearance of all exhibits. Exhibits that do not conform to these specifications or, in the sole discretion of the League, detract from the Expo or are objectionable, are prohibited. If the facility permits the use of balloons, Exhibitor is responsible for related costs incurred to retrieve balloons if necessary.

12. BOOTH OPERATION/EXHIBITOR CONDUCT: Exhibitor will confine all of its activities to the space for which it has contracted. Accordingly, all Exhibitor equipment, product samples, demonstrations, and distribution of samples, circulars, promotional material, publications, catalogues, other literature, novelties and souvenirs, will be confined to the physical limits of the Exhibitor's booth space. The League prohibits gifts, prizes, products or services containing alcohol. No lotteries, drawings or contests of any type are permitted without advance written approval by the League. Under no circumstances may a lottery, drawing or contest prize (s) (pre-approved by the League) to a single individual total more than \$470 retail value. Because of the educational nature of the Expo, no Exhibitor will engage in direct sales activities with Expo attendees or other Exhibitors within its booth space or at the Expo. Exhibitor will not use sound, lighting, or any other audio-visual equipment that, in the League's sole determination, annoys or disturbs adjacent Exhibitors or their patrons. Exhibitor will not use costumed people or mannequins whose appearance, behavior, or dress, in the League's sole determination, may be offensive to others. Exhibitor will not use strolling entertainment. The use of live models, performers and similar persons for entertainment purposes or product/service demonstrations must be approved by the League in advance of the Expo. The League reserves absolute discretion and authority to restrict exhibit displays that, because of noise, methods of operation, materials, or for any other reason, become objectionable, and to prohibit or remove at Exhibitor's expense any displays, which, in the League's sole determination, detract from the general character, theme, purpose, or appearance of the Expo.

13. HOSPITALITY, FOOD, BEVERAGE AND OTHER ACTIVITIES: All Exhibitor activities that involve the assembling of city officials, Expo attendees or others in any meeting room, hotel suite or special function room by Exhibitor for business, social, promotional or educational purposes must be approved in writing by the League in advance of the Expo. Any distribution of food and/or beverages, within the Expo area or at the meeting hotels or any facility used for the meeting, must be approved in writing by the League in advance of the Expo. Alcoholic beverages will not be permitted on the show floor of the Expo except as part of a League-directed event and ordered through the League with facility catering.

14. CARE OF BUILDING AND EQUIPMENT: Exhibitor, its employees, volunteers, subcontractors, and agents, will not injure, deface or damage the walls, floors, or any part of the Expo facility or any booth materials, equipment, or property of the League, another Exhibitor, contractor, or Expo facility owner. Exhibitor is fully liable for any such damage, injury, cost or expense.
15. SAFETY, FIRE AND HEALTH REGULATIONS: Exhibitor assumes and bears total responsibility for compliance with any and all local, state and federal fire, health and safety laws, ordinances and regulations applicable to the installation, operation and removal of Exhibitor's exhibit. All materials within the exhibit space must meet and comply with all Expo facility, local, state, and federal fire, electrical, plumbing, safety, health, and hazardous material requirements. Written certification of such compliance must be available for inspection by the League and its OSC. Items that do not have such certification are subject to immediate removal at Exhibitor's expense.
16. REGISTRATION: The Expo is open to registered attendees. Those permitted to attend will have official League badges. The League will have sole control over all admissions to the Expo and Conference. Official badges will be provided to each Exhibitor. These badges will permit access to the exhibit areas during the Expo, as well as move-in and move-out hours. Exhibit booth personnel identification will be restricted to owners, employees of exhibiting organizations, or other authorized representatives of exhibiting companies and firms who are actually staffing the exhibit booth during move-in, show hours and/or move-out hours. The League reserves the right to limit the number of Exhibitor representatives present in any exhibit space and reserves the right to limit the total number of Exhibitor badges that are included with the cost of each exhibit space. Exhibitor personnel will wear their badges at all times while in attendance at the Expo and Conference. In addition, Exhibitor personnel will have corporate identification available for inspection by the League or the official security personnel at all times. Exhibitor will provide the League, the name and title of the individual who will attend the Expo and will be designated responsible for the installation, operation and removal of the exhibit. This individual will be authorized to enter into service contracts, as may be necessary, for which Exhibitor will be responsible. Each exhibit booth must be staffed at all times during Expo hours.
17. HOTEL RESERVATIONS: HOTEL RESERVATIONS: Reduced room rates are available for registered exhibitors on a first come, first served basis. The League will provide all paid exhibitors with a link to the exhibitor housing block as soon as it is available. Exhibitors may not reserve a room in the attendee housing block unless they have an attendee conference registration. Any hotel reservations in the housing blocks without a corresponding registration will be subject to cancellation.
18. COMPLIANCE WITH LAWS: Exhibitor and its employees, volunteers, subcontractors, and agents will comply with all applicable rules, regulations, laws and ordinances adopted or established by any governmental agency or department, including, but not limited to, all United States Custom and Import laws.. Copyright laws impose strict limitations on the use of live or recorded music at certain events. No music will be allowed at the Expo unless Exhibitor demonstrates to the League's satisfaction that Exhibitor is in full compliance with the copyright laws.
19. LIMITATION OF LIABILITY: Exhibitor agrees to make no claim against the League, its officers, directors, employees, members, volunteers, agents, invitees, guests, Conference attendees, or representatives, for any injury to any Exhibitor, its employees, volunteers, subcontractors, agents, representatives, guests, patrons, invitees, Conference attendees, sublesees, licensees, assigns, or property, or for any loss by fire, accident, vandalism, theft, damage, delay, mechanical difficulties, labor trouble, political strife, or any cause whatsoever in connection with Exhibitor's participation in the Expo.
20. INDEMNIFICATION: Exhibitor agrees to indemnify, defend and hold harmless the League, its officers, directors, employees, members, volunteers, agents, invitees, guests, Conference attendees, and representatives, from and against any and all liability, losses or damages, or any expenses or costs, including governmental charges or fines and attorney's fees and other liabilities of every kind and nature whatsoever, incurred by the League as the result of any claims, demands, damages, costs, expenses, or judgment against the League which may arise out of or in connection with: a) Exhibitor's performance or failure to perform, or alleged performance or alleged failure to perform, under the terms of this Application and Agreement; b) the installation, removal, maintenance, use or occupation of exhibit space or surrounding areas by Exhibitor or any of its employees, volunteers, subcontractors, agents, representatives, guests, patrons, or invitees, whether such use is authorized or not; and c) the shipment or importation by Exhibitor or any of its employees, volunteers, subcontractors, agents, representatives, guests, patrons, or invitees of any products, equipment, materials, displays or other items for use at or in conjunction with the Expo, including items not bound for use at or in conjunction with the Expo contained in or accompanying the shipment, regardless of the intended use or destination; and d) any actual or alleged negligent or intentional acts or omissions of Exhibitor, its employees, volunteers, subcontractors, agents, representatives, sublesees, licensees, assignees, guests, patrons, or invitees. Exhibitor will pay for any and all damages to, or loss or theft of, the League's property caused by the negligence of Exhibitor, its employees, volunteers, subcontractors, agents, representatives, sublesees, licensees, assignees, guests, patrons, or invitees. Exhibitor's indemnity obligation includes, but is not limited to, any claims, demands, damages, costs, expenses or judgments against the League, which may arise out of or in connection with Exhibitor's obligations, performance or failure to perform under this Agreement.

21. **INSURANCE:** Exhibitor understands that neither the League nor the owner and operator of the Expo facility maintains insurance covering Exhibitor's representatives or property, and it is the sole responsibility of Exhibitor to obtain such insurance. Exhibitor must maintain for the duration of move-in, show days and move-out, general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. The policy must name the League and the facility venue as additional insureds under the policy. Exhibitor must provide a certificate of insurance evidencing such insurance coverage to the League and to the Expo show management no later than two weeks prior to the Expo opening date, and the certificate shall include the following language: "The League of California Cities, its affiliates, directors, officers, employees, agents and volunteers, are named as additional insureds under this policy." Nothing in this section shall be construed to limit the liability of Exhibitor.
22. **WORKERS' COMPENSATION:** Exhibitor, by executing and entering into this Application and Agreement, certifies that it maintains for its employees and will continue to maintain, and assures that all of its subcontractors maintain for their employees and will continue to maintain, workers' compensation insurance and employer's liability Insurance in accordance with the laws of the State of California.
23. **CORRESPONDENCE:** Exhibitor, by executing this Application and Agreement, consents to receive e-mails from the League for an unlimited period of time. At any time, the Exhibitor may remove itself from the League's e-mail distribution list by either calling (916) 658-8237, e-mailing a request for removal to [rinman@cacities.org](mailto:rinman@cacities.org), or mailing a request for removal to: League of California Cities, Attn: Expo Department, 1400 K Street, Sacramento, CA 95814.
24. **INTERPRETATION:** The interpretation and application of this Agreement will be governed exclusively by California law.
25. **OTHER MATTERS:** All matters and questions not covered by this Agreement are subject to the sole discretion of the League.
26. **SEVERABILITY:** If any provision, clause, sentence, paragraph or part of this Agreement, or the application of the Agreement to any person, organization, or Exhibitor, will for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment will not affect, impair or invalidate the remainder of this Agreement or its application to any other person, organization or Exhibitor.
27. **SUBJECT TO LEAGUE'S AGREEMENT FOR MEETING SPACE:** In addition to this Agreement, Exhibitor is subject to and bound by all terms and conditions set forth in the agreement(s) the League has or will enter into with the owner and operator of the Expo facility. The League will make such agreements available to Exhibitor for review upon request.
28. **ENTIRE AGREEMENT OF THE PARTIES:** This Agreement, along with the terms and conditions set forth in the League's agreement(s) with the owner and operator of the Expo facility, constitute the parties' final and mutual understanding. Any prior agreements, discussions and/or understandings, written or oral, are superseded by this Agreement. No addition, modification or amendment of any term or provision of this Agreement will be effective unless set forth in writing and signed by the League, Exhibitor and any other relevant party.
29. **USE OF LEAGUE NAME:** Exhibitor understands that acceptance by the League for Exhibitor to participate in the Conference & Expo in no way implies endorsement by the League of Exhibitor's products, equipment and/or services. Exhibitor agrees NOT to use the League's name in correspondence, publications, announcements or other written materials without the advance written approval of the League, except to identify Exhibitor's participation in the Expo.
30. **ATTORNEY'S FEES:** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. Such fees may be set by the court in the same action or in a separate action brought for that purpose.
31. **TERMINATION:** The League may, at any time, terminate this Agreement with or without cause, including for Exhibitor's failure to pay past due debts or any money or fee owed to the League. In the event that the League terminates this Agreement, the League will refund Exhibitor's deposit, less any expenses the League incurred.