

League of California Cities 2023 Annual Conference & Expo Agreement.

- 1. APPLICATION AND AGREEMENT:** All parties wishing to exhibit (Exhibitors) at the League of California Cities (Cal Cities) 2023 Annual Conference and Expo (Expo) will enter and execute an online application for exhibit space. By submitting 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 Agreement. In case of any inconsistency between the Agreement and other documents, the Agreement will govern. Terms of the Agreement are not negotiable.
- 2. ELIGIBLE EXHIBITORS:** Only Exhibitors offering products, equipment, or services that are related to the interests of cities may obtain exhibit space. Cal Cities reserves the right in its sole discretion to determine the eligibility of any applicant to be an Exhibitor. Cal Cities 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 of Cal Cities. This reservation includes, but is not limited to, any violation of public policy, rules, regulations, or this Agreement and extends to persons, things, printed matter, products, and conduct.
- 3. EXHIBIT SPACE FEE:** The cost of exhibit booth space per 10x10 is listed on the application portion of this Agreement. An exhibit may include one or more booth spaces. Each booth space includes a standard booth back-drape and side rails and two expo-only badges. Additional expo-only badges may be purchased for a fee. In addition, each exhibit receives one booth sign showing Exhibitor's company/organization name and booth number; one Point accrued toward priority booth placement in future years; one post-event roster of attendees that includes name, title, and city of registrants; emails for registrants who opt-in; and a company name and booth number listing on event signage. Exhibit location and company name and website will be published on the Cal Cities Expo homepage. Company information and exhibit location will also be provided, as applicable, in attendee materials such as the event program book, marketing, and mobile app.
- 4. ONLINE PAYMENT FOR EXHIBIT SPACE:** Exhibitor will pay 100% of the total exhibit space rental fee upon submission of the Application.
- 5. LOCATION OF EXHIBIT SPACE:** Booth space locations are selected during the booth space drawing. Booth assignments are based on the following order: 1) Premier Level Cal Cities Partners, 2) the number of Points earned from previous years (see section 3), and 3) date and time stamp on the application. After the drawing, exhibit space assignments will be made on a first come, first served basis. Cal Cities reserves the right to determine, in its sole discretion, the exact location of Exhibitor's exhibit space. Cal Cities further reserves the right to relocate Exhibitor's exhibit space at any time to an area other than that requested by Exhibitor or previously assigned by Cal Cities. 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 Cal Cities. For cancellations received prior to August 9, 2023, 50% of the full rental fee will be refunded. On or after August 9, 2023, no refunds will be granted. 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 and will follow the same rules as set forth in this paragraph.
- 7. CHANGES IN DATES OR NON-OCCURANCE OF EXPO:** Exhibitor agrees that Cal Cities 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, Cal Cities will refund to Exhibitor the amount of exhibit space rental fee paid by Exhibitor under this Agreement, less any actual costs Cal Cities incurred to produce the Expo, including but not limited to labor and materials, on a pro rata basis up to the date of cancellation.

8. **ASSIGNMENT:** Exhibitor will not assign this Agreement, nor will Exhibitor sublease, or license the exhibit space, without prior written consent of Cal Cities.
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 emailed 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 working Exhibitor's booth area while the Expo is open to attendees is prohibited. Exhibitor goods/materials received at the Expo facility after the opening of the Expo will not be delivered to Exhibit space while the Expo is open. No displays may be dismantled, nor packing started, until after the official closing of the Expo. At Cal Cities' discretion, any failure to abide by this provision may result in the removal of one accrued Point earned (as stated in paragraph 3) per instance. 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, Cal Cities will have the right to remove and dispose of such property, goods, 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 Cal Cities as the result of the Exhibitor's failure to remove the materials, including a reasonable fee for Cal Cities' time, services, labor, and materials.
10. **OFFICIAL SERVICE CONTRACTOR:** Cal Cities has contracted GES as the Official Service Contractor (OSC) for the Expo. Exhibitor will use the OSC for drayage and rigging and custom cleaning. Exhibitor will place orders for special lighting, water, gas, 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 OSC.
11. **ARRANGEMENT OF EXHIBITS:** The standard booth structure has an 8' back-drape and 3' dividing sidewalls. If Exhibitor plans any special displays, Exhibitor will submit drawings for such displays in advance of the Expo for Cal Cities approval. Exhibitor will always have its exhibit space neat and orderly. Exhibitor will not be permitted to store packing crates, materials, or boxes within its assigned exhibit space during the Expo. These items must be properly marked and 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 others to do, anything that 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 others to do, 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. Cal Cities 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 Cal Cities, 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 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 space. Cal Cities prohibits gifts, prizes, products, or services containing alcohol. No lotteries, drawings, or contests of any type are permitted without advance written approval by Cal Cities. Under no circumstances may a lottery, drawing, or contest prize(s) to a single individual total more than \$590 (2023) 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 any other location at the Annual Conference and Expo. Exhibitor will not use sound, lighting, or any other audio-visual equipment that, in Cal Cities' sole determination, annoys or disturbs adjacent Exhibitors or their patrons. Exhibitor will not use costumed people or mannequins whose appearance, behavior, or dress, in Cal Cities' 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 Cal Cities in advance of the Expo. Cal Cities 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 Cal Cities' sole determination, detract from the general character, theme, purpose, or appearance of the Expo.

At no time shall more than one exhibitor operate within a booth. Exhibitor personnel must wear an exhibitor badge provided by Cal Cities with both the representative's name and the Exhibitor's name on the badge at all times while in attendance at the Expo. In addition, Exhibitor personnel will always have corporate identification available for inspection by Cal Cities or the official security personnel. Exhibitor will provide Cal Cities, the name and title of the individual who will attend the Expo and 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 always be staffed while the expo is open to attendees.

- 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 Cal Cities in advance of the Expo. Any distribution of food or beverages within the Expo area or at the meeting hotels or any facility used for the meeting, must be approved in writing by Cal Cities in advance of the Expo and ordered from the facility catering. Alcoholic beverages will be allowed on the Expo show floor only as part of a Cal Cities-directed event and ordered through Cal Cities.
- 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 Cal Cities, 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 Cal Cities and its OSC. Items that do not have such certification are subject to immediate removal at Exhibitor's expense.

Cal Cities is committed to protecting the health and safety of our attendees, staff, partners, exhibitors, sponsors, and contractors. As such, special precautions may be adopted to reduce the spread of communicable diseases. Cal Cities reserves the right to revise this Agreement and the Exhibitor Service Manual up and until the opening of the Expo consistent with local, state, and federal requirements and guidance. This includes, but is not limited to, revising the Expo floor plan, operating hours, capacity, and activities. If a revision is required, Cal Cities will notify Exhibitors as soon as practicable.

- 16. REGISTRATION:** The Expo is open to registered attendees. Those permitted to attend will have official Cal Cities badges. Cal Cities will have sole control over all admissions to the Expo.

Exhibitor 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. Exhibitor Badges do not permit access to educational sessions, meals, networking events, business meetings, or meeting space other than the Expo floor. Exhibit booth personnel identification will be restricted to owners, employees, volunteers, subcontractors, and agents who are staffing the exhibit booth during move-in, show hours, or move-out hours. Cal Cities 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.

- 17. HOTEL RESERVATIONS:** Reduced room rates are available for registered exhibitors on a first come, first served basis. Cal Cities 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 a full or one-day conference registration. Any hotel reservations in the housing blocks without a corresponding registration are 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 Cal Cities satisfaction that Exhibitor is in full compliance with the copyright laws.

- 19. LIMITATION OF LIABILITY:** Exhibitor agrees to make no claim against Cal Cities, its officers, directors, employees, members, volunteers, agents, invitees, guests, attendees, or representatives, for any injury to any Exhibitor, its employees, volunteers, subcontractors, agents, representatives, guests, patrons, invitees, attendees, subleases, 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 Cal Cities, its officers, directors, employees, members, volunteers, agents, invitees, guests, 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 Cal Cities as the result of any claims, demands, damages, costs, expenses, or judgment against Cal Cities 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 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, subleases, licensees, assignees, guests, patrons, or invitees. Exhibitor will pay for all damages to, or loss or theft of, Cal Cities property caused by the negligence of Exhibitor, its employees, volunteers, subcontractors, agents, representatives, subleases, 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 Cal Cities, 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 Cal Cities 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 Cal Cities and the facility venue as additional insureds under the policy. Exhibitor must provide a certificate of insurance evidencing such insurance coverage to Cal Cities and 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 Cal Cities for an unlimited period. At any time, the Exhibitor may remove itself from Cal Cities e-mail distribution list by either calling (916) 658-8237, e-mailing a request for removal to awade@calcities.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 Cal Cities.

- 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 CAL CITIES' 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) Cal Cities has or will enter into with the owner and operator of the Expo facility. Cal Cities 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 Cal Cities agreement(s) with the owner and operator of the Expo facility, constitute the parties' final and mutual understanding. Any prior agreements, discussions, 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 Cal Cities, Exhibitor, and any other relevant party.
- 29. USE OF CAL CITIES NAME:** Exhibitor understands that acceptance by Cal Cities for Exhibitor to participate in the Expo in no way implies endorsement by Cal Cities of Exhibitor's products, equipment, or services. Exhibitor agrees NOT to use Cal Cities' name in correspondence, publications, announcements, or other written materials without the advance written approval of Cal Cities, except to identify Exhibitor's participation in the Expo. All references to Cal Cities or the event shall be written as "League of California Cities", "Cal Cities", or "2023 Annual Conference and 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:** Cal Cities 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 Cal Cities. If Cal Cities terminates this Agreement, Cal Cities will refund Exhibitor's deposit, less any expenses Cal Cities incurred.