

DEAMCON • EXHIBITOR TERMS & CONDITIONS



Please review the following terms and conditions for DirectEmployers Annual Meeting & Conference 2021 (hereinafter referred to as DEAMcon21) before signing the Underwriter contract.

SPACE

- Exhibit Space:** This contract for use of exhibit space provides the exhibitor with one standard pedestal with electricity, monitor, and signage (laptop not included) in the Demo Hall. See page 3 for example.
- Furnishings:** Exhibitors can bring materials, giveaways, etc. that can fit on/inside pedestal cabinet. No pull-up banners or displays that sit on the floor can be used. Shipments should be no more than four (4) boxes.
- Cancellation of Show:** In no event shall exhibitor or DirectEmployers be liable for any failure to perform any obligation hereunder, or from any delay in the performance thereof, arising out of or caused by, directly or indirectly, any forces beyond either party's control, including, without limitation, strikes, acts of God, disasters, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear catastrophes, pandemics, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that exhibitor and DirectEmployers shall use reasonable efforts which are consistent with accepted practices in the industry to resume performance as soon as practicable under the circumstances. If such interruption continues for 30 consecutive days, either party shall have the right to terminate this Agreement immediately upon written notice without liability, and with a full refund of fees will be given. The term "acts of God" is defined as any natural event of a catastrophic or disastrous nature, including without limitation, earthquakes, epidemics, fires, floods, landslides, lightning, storms, washouts, weather-related events such as hurricanes or freezing, or natural disruption of the means of supply of the services contemplated in this Agreement which prevents delivery to the delivery points, and other similar, unusual and severe natural calamities.
- Hotel:** Exhibitors and attendees must seek approval before booking space at the hotel for events that occur during **DEAMcon21 (April 28–30, 2021)**. DirectEmployers will not promote events to Members unless it is stated in the underwriter contract.

EXHIBITOR CONTRACT

- Failure to Pay:** In the event that the exhibitor fails to pay the balance due by the date indicated on the contract, this will be considered a cancellation and DirectEmployers reserves the right to resell the space.
- Failure to Occupy Space:** Space not occupied by **8:00 a.m. on Wednesday, April 28, 2021** will be forfeited by the exhibitor. DirectEmployers reserves the right to use this space as it sees fit without refund, unless the exhibitor has obtained prior approval in writing from DirectEmployers. If the exhibit materials are available, DirectEmployers reserves the right to assign labor to set up the display and work the display space during Demo Hall hours and the exhibitor will be liable to pay for all charges thus incurred.

SCHEDULE

Exhibitors will adhere to the Demo Hall hours as follows:

- Wednesday 7:00 a.m. – 5:30 p.m. **Move-in hours:** Tuesday, April 27, 2021 from 4:00–7:00 p.m.
- Thursday 7:00 a.m. – 5:30 p.m. **Move-out hours:** Friday, April 30, 2021 from 12:30–2:30 p.m.
- Friday 7:00 a.m. – 12:30 p.m.

CONSTRUCTION, INSTALLATION AND USE OF EXHIBITS

1. **Acceptability of Exhibits:** All exhibits shall be to serve the interests of conference attendees and shall not detract from other exhibits or the Demo Hall as a whole. DirectEmployers reserves the right to require the immediate withdrawal of any exhibit, which DirectEmployers determines is opposed or harmful to the purpose of the event.
2. **Restrictions on the Use of Space:** Exhibit space is assigned to the contracting exhibitor only. Exhibit space cannot be shared or sublet without prior written approval from DirectEmployers. Exhibits must be confined to the space allotted to the exhibitor and use of the aisle space is strictly prohibited. Exhibits, signs, and displays are prohibited in any area except the exhibit area (i.e. the hallways, guestrooms, or elsewhere in the conference hotel).
3. **Construction of Exhibits:** Exhibits shall be constructed and arranged so that they do not obstruct the general view or the view of other exhibits. Exhibitors planning to use any arrangement that conflicts with these regulations should submit their plans to DirectEmployers in writing before Wednesday, March 24, 2021 and shall receive written approval from DirectEmployers prior to ordering construction.
4. **Appearance of Exhibits:** Any part of the exhibit that does not lend itself to an attractive appearance must be draped or covered at the exhibitor's expense. DirectEmployers reserves the rights to order that such work be done, and the exhibitor will be billed for the charges.
5. **Move-in and Move-out of the Exhibits:** Move-in and move-out must be completed during the scheduled times listed on page 1. Unless special arrangements are made with the Exhibit Coordinator, no exhibits shall be set-up once the exhibit opens, and no exhibits will be broken down before the exhibit closes. It is the exhibitor's responsibility to see that all materials are brought to the exhibit area and removed from the exhibit area at the proper times. In the event that the exhibitor fails to remove exhibit materials at the scheduled time, DirectEmployers will arrange for removal at the exhibitor's expense.
6. **Shipping and Receiving Procedures:** As the event approaches, you will receive an email from our shipping/receiving and storage provider with all of the information on how to ship packages. Please use our DEAMcon exhibitor label, as well as the provider's shipping label. This will help us ensure delivery to your pedestal.

Note: there will be a charge for using the provider's service. Please do not ship boxes directly to the hotel. The hotel has informed us that they have limited storage space and cannot accept shipments for this event.

7. **Labor:** The exhibitors are responsible for setting up and tearing down their space. No electricians or skilled labor will be available for hire on-site.

8. **Electrical Regulations:** All exhibitors will comply with city electrical codes. All electrical connections at the exhibit must be made by the hotel or its vendor. Exhibitors may be required to make special arrangements for typical 3-wire grounded extension cords.
9. **Fire and Safety Regulations:** All local regulations will be strictly enforced, and the exhibitor assumes all responsibility for compliance with all regulations. No combustible material shall be stored in or around the exhibit space.
10. **Damage to Exhibit Facilities:** The exhibitor must leave the occupied space in the condition it was found. The exhibitor or his agent shall not deface or injure any part of the facilities or equipment. If such damage occurs, the exhibitor shall be liable to the hotel for any damages to the building, equipment, decorations, or fixtures belonging to the hotel that are lost or damaged during the exhibit and its related activities. Any damaged property will be billed to the exhibitor at replacement cost.



LIABILITY

Exhibitor assumes responsibility and agrees to indemnify and defend DirectEmployers and the Hotel and their respective employees and agents against any claims or expenses arising out of the use of the exhibition premises. Exhibitor agrees to comply strictly with the applicable terms and conditions contained in the agreement between DirectEmployers and the exhibit facility regarding said premises. Further, the exhibitor shall at all times, protect, indemnify, save and defend, and keep harmless, DirectEmployers from any and all loss, cost, damage, liability, or expense from or out of or by reason of any accident or other occurrence to anyone, including without limitation the exhibitor, its agents, employees, and any business invitees, which arises from or out of or by reason of said exhibitor's occupancy and use of the exhibit premises, or a part thereof. DirectEmployers does not assume responsibility for services or materials advertised or exhibited. The exhibitor understands that neither DirectEmployers nor the Hotel maintains insurance covering the exhibitor's property, and it is the sole responsibility of the exhibitor to maintain such insurance.

ACCEPTANCE OF CONTRACT

Please sign and return this form by: **Wednesday, March 24, 2021**

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