

## DEAMcon21 Underwriter/Exhibitor Contract

By signing this Contract for exhibit space and naming rights as an Underwriter and Exhibitor at the DirectEmployers Annual Meeting & Conference 2021 (hereinafter referred to as DEAMcon21), the Underwriter/Exhibitor identified below indicates its willingness to abide by all terms, conditions, and regulations contained in this Contract. This Contract becomes legally effective between DirectEmployers Association, Inc (“DirectEmployers”) and (“Underwriter/Exhibitor”) when signed and dated by an authorized DirectEmployers representative.

To reserve your rights as an Underwriter and Exhibitor, please have an authorized representative of your company sign, date and return this Contract to DirectEmployers by Midnight Wednesday, March 24, 2021 EST. Upon receipt of your properly executed Underwriter/Exhibitor Contract, DirectEmployers will countersign and date the Contract and send you back a copy for your files. DirectEmployers will then also give you directions as to how to submit payment. Space is limited and reserved on a first come, first served basis.

Underwriter Level ( <a href="#">as outlined</a> )	Sponsorship Add-ons	Total Commitment
Platinum Underwriter	Entertainment	\$
Gold Underwriter	Snack Box	
Silver Underwriter	Grubhub Lunch	
Bronze Underwriter	Daily Demo Hall Sponsor	

### Terms & Conditions

Please review the following terms and conditions for DEAMcon21 before signing and agreeing to this Contract.

#### Exhibit Space

- Exhibit Space:** This Underwriter/Exhibitor Contract for use of virtual exhibit space provides the Underwriter/Exhibitor with one standard underwriter profile in the virtual Demo Hall.
- Cancellation of Show:** In no circumstances shall Underwriter/Exhibitor or DirectEmployers be liable for 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, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that Underwriter/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 the duration of the event (April 26-30, 2021), either Underwriter/Exhibitor or DirectEmployers shall have the right to terminate this Underwriter/Exhibitor Contract immediately upon written notice without liability, and DirectEmployers will provide a full refund of fees within thirty days of cancellation. The term “acts of God” is defined as any

natural event of a catastrophic or disastrous nature, including without limitation, earthquakes, epidemics, pandemics and the related consequences thereof, 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 Underwriter/Exhibitor Contract which prevents delivery to the delivery points, and other similar, unusual and severe natural calamities.

- Underwriters/Exhibitors and attendees must seek approval before planning other virtual events that occur during DEAMcon21 (April 26–30, 2021). DirectEmployers will not promote events to Members unless it is specifically so stated in this Underwriter/Exhibitor Contract.

#### Underwriter/Exhibitor Payment, Cancellation and Consequences For Failure to Pay

##### UNDERWRITER/EXHIBITOR PAYMENT

Exhibitor agrees to make payment in full to DirectEmployers not later than Wednesday, March 24, 2021 by check to the following:

DirectEmployers Association, Inc.  
RE: DEAMcon21 Underwriter  
7602 Woodland Drive, Suite 200  
Indianapolis, IN 46278

## CANCELLATION BY UNDERWRITER/EXHIBITOR

The Underwriter/Exhibitor may cancel without financial penalty before Midnight, Wednesday, March 24, 2021 EST. If Underwriter/Exhibitor cancels after Midnight Wednesday, March 24, 2021 EST, DirectEmployers will make its best efforts to “cover” and replace Underwriter/Exhibitor at DEAMcon21. If DirectEmployers is not successful in covering, in whole or in part, DirectEmployers will not refund to Exhibitor any monies DirectEmployers is unable to cover with a substitute Underwriter/Exhibitor to replace Underwriter’s/Exhibitor’s Exhibit.

## FAILURE TO PAY

In the event that the Underwriter/Exhibitor fails to pay the balance due by the date indicated on the Underwriter/Exhibitor Contract, this will be considered a cancellation and DirectEmployers reserves the right to resell the sponsorship and keep Underwriter’s/Exhibitor’s payment other than what DirectEmployers can “cover”, if any.

## Schedule

Underwriters/Exhibitors must adhere to the virtual Demo Hall hours as follows:

Monday, April 26, 2021	12:30 p.m. - 5:00 p.m. EST
Tuesday, April 27, 2021	12:30 p.m. - 5:00 p.m. EST
Wednesday, April 28, 2021	12:30 p.m. - 5:00 p.m. EST
Thursday, April 29, 2021	12:30 p.m. - 5:00 p.m. EST
Friday, April 30, 2021	12:30 p.m. - 5:00 p.m. EST

## Use of Exhibits

- Acceptability of Exhibits:** All virtual exhibits shall be to serve the interests of conference attendees and shall not detract from other virtual exhibits or the Demo Hall as a whole. DirectEmployers reserves the right to require the immediate withdrawal of any exhibit, which DirectEmployers determines, in its sole and exclusive discretion, is opposed to, disruptive of, or harmful to the purpose of the event.
- Restrictions on the Use of Space:** Virtual exhibit space is assigned to the contracting Underwriter/Exhibitor only.

## Acceptance of Agreement

Please sign, date and return this Underwriter/Exhibitor Contract via email to Lis Dennis (lis@directemployers.org) as soon as possible, but not later than: Midnight Wednesday, March 24, 2021 EST. To be included in the DEAMcon21 pre-conference mailing, we must receive this signed and dated Underwriter/Exhibitor Contract and payment by Midnight Wednesday, March 24, 2021 EST. DirectEmployers agrees to post online in the DEMO Hall information regarding your organization as soon as DirectEmployers receives payment. By signing this Underwriter/Exhibitor Contract, the Underwriter/Exhibitor acknowledges that it will use by December 31, 2021 any benefits set out in any this Underwriter/Exhibitor Contract between DirectEmployers and the Underwriter/Exhibitor identified below. Underwriter/Exhibitor expressly acknowledges it has reviewed this Underwriter/Exhibitor Contract with care, it understands its terms and conditions and agrees to abide by those terms and conditions.

NAME OF UNDERWRITER/EXHIBITOR REPRESENTATIVE (PLEASE PRINT)

DATE

X \_\_\_\_\_  
SIGNATURE OF UNDERWRITER/EXHIBITOR REPRESENTATIVE

NAME OF DIRECTEMPLOYERS REPRESENTATIVE (PLEASE PRINT)

DATE

X \_\_\_\_\_  
SIGNATURE OF DIRECTEMPLOYERS REPRESENTATIVE

Exhibit space cannot be shared or sublet without prior written approval from DirectEmployers.

- Appearance of Virtual Exhibits:** Any part of the virtual exhibit that does not lend itself to an attractive appearance must be updated to meet the [DEAMcon Creative Specs](#).
- Setup of the Virtual Exhibits:** Setup must be completed by Friday, April 23, at 5:00 p.m. EST.

## Liability

Underwriter/Exhibitor assumes responsibility and agrees to indemnify and defend DirectEmployers and its respective employees and agents against any claims or expenses arising out of the use of the virtual exhibition platform. Underwriter/Exhibitor agrees to comply strictly with the [terms of service](#) of the exhibit platform (see paragraphs 7, 8 & 9, in particular). Further, the Underwriter/Exhibitor shall at all times, protect, indemnify, save and defend, and keep harmless, DirectEmployers from any and all loss, cost, damage, liability, or expense arising from or out of or by reason of any accident or other occurrence to anyone, including without limitation the Underwriter/Exhibitor, its agents, employees, and any business invitees, which arises from or out of or by reason of said Underwriter’s/Exhibitor’s occupancy and use of the virtual exhibit platform, or a part thereof.

## Choice of Law and Court Venue

Should a dispute arise between Underwriter/Exhibitor and DirectEmployers as to the terms and conditions of this Underwriter/Exhibitor Contract, Underwriter/Exhibitor and DirectEmployers shall first attempt to amicably discuss and resolve the matter(s) between themselves. It is understood and agreed by the Underwriter/Exhibitor and by DirectEmployers that Indiana law will apply to the interpretation and enforcement of this Underwriter/Exhibitor Contract. Should an amicable resolution fail, either the Underwriter/Exhibitor and/or DirectEmployers may make resort to a state or federal court in Marion County, Indiana to enforce the terms of the contract and resolve any dispute arising from any term or condition of this Underwriter/Exhibitor Contract.