

DEAMcon22 Underwriter/Exhibitor Contract

By signing this Contract for exhibit space and naming rights as an Underwriter and Exhibitor at the DirectEmployers Annual Meeting & Conference 2022 (hereinafter referred to as DEAMcon22), 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 before Midnight Tuesday, March 15, 2022 EDT. 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 (as outlined)	Sponsorship Add-ons	Total Commitment
Platinum Underwriter	Evening Event	\$
Gold Underwriter	Espresso Cart	
Silver Underwriter	Bottled Water	
Bronze Underwriter	Wi-Fi	
	Promo Drop	

Terms & Conditions

Please review the following terms and conditions for DEAMcon22 before signing and agreeing to this Contract.

Exhibit Space

- Exhibit Space:** This Underwriter/Exhibitor 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.
- Furnishings:** Exhibitors may bring materials, giveaways, etc. that can fit on/inside pedestal cabinet. No pull-up banners or displays that sit on the floor may be used. Shipments should be no more than four (4) boxes.
- 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 of, loss of, or malfunctions of utilities, communications or computer (software and hardware) services and effects of the COVID-19 pandemic; 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 20-22, 2022), 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.

- Hotel:** Exhibitors and attendees must seek approval before booking space at the hotel for events that occur during DEAMcon22 (April 20-22, 2022). DirectEmployers will not promote events to Members unless it is so stated in the underwriter contract.

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

UNDERWRITER/EXHIBITOR PAYMENT

Exhibitor agrees to make payment in full to DirectEmployers no later than Tuesday, March 15, 2022 by check to the following:

DirectEmployers Association, Inc.
RE: DEAMcon22 Underwriter
7602 Woodland Drive, Suite 200
Indianapolis, IN 46278

CANCELLATION BY UNDERWRITER/EXHIBITOR

The Underwriter/Exhibitor may cancel without financial penalty before Midnight, Tuesday, March 15, 2022 EDT. If Underwriter/Exhibitor cancels after Midnight Tuesday, March 15, 2022 EDT, DirectEmployers will make its best efforts to “cover” and replace Underwriter/Exhibitor at DEAMcon22. If DirectEmployers is not successful in covering, in whole or in part, DirectEmployers will not refund to Underwriter/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.

FAILURE TO OCCUPY SPACE

Space not occupied by 8:00 a.m. on Wednesday, April 20, 2022 PDT 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

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

MOVE-IN HOURS:

Tuesday, April 19, 2022 4:00 – 7:00 p.m. PDT

BOOTH HOURS:

Wednesday, April 20, 2022 8:00 a.m. – 5:00 p.m. PDT

Thursday, April 21, 2022 8:00 a.m. – 5:00 p.m. PDT

Friday, April 22, 2022 8:00 a.m. – 12:30 p.m. PDT

MOVE-OUT HOURS:

Friday, April 22, 2022 12:30 – 2:30 p.m. PDT

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, 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:** 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).
- Construction of Exhibits:** Exhibits shall be constructed and arranged so that they do not obstruct the general view or the view of other exhibits. An Exhibitor planning to use any arrangement that conflicts with these regulations should submit its plans to DirectEmployers in writing before Midnight, Tuesday, March 15, 2022 EDT and shall receive written approval from DirectEmployers prior to ordering construction.
- 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 right to order that such work be done, and the Exhibitor will be billed for the charges.
- Move-in and Move-out of the Exhibits:** Move-in and move-out must be completed during the aforementioned scheduled times. 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.
- 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 it has limited storage space and cannot accept shipments for this event.
- 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.
- 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.
- 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.
- 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 [terms of service](#) of the conference app provider (see paragraphs 7, 8 & 9, in particular). 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.

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.

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 before Midnight Tuesday, March 15, 2022 EDT. To be included in the DEAMcon22 program, we must receive this signed and dated Underwriter/Exhibitor Contract and payment before Midnight Tuesday, March 15, 2022 EDT. DirectEmployers agrees to post online in the conference app and/or website information regarding your organization shortly after DirectEmployers receives payment. By signing this Underwriter/Exhibitor Contract, the Underwriter/Exhibitor acknowledges that it will use by December 31, 2022 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