

## DEAMcon23 Underwriter/Exhibitor Contract

By signing this Contract for a pedestal and naming rights as an Underwriter/Exhibitor at the DirectEmployers Annual Meeting & Conference 2023 (hereinafter referred to as DEAMcon23), 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/Exhibitor, please have an authorized representative of your company sign, date and return this Contract to DirectEmployers before Midnight Wednesday, March 15, 2023 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 ( <a href="#">as outlined</a> )	Underwriter Add-ons	Total Commitment
Platinum Underwriter (\$15,000)	Evening Event (\$8,500)	\$
Gold Underwriter (\$10,000)	Espresso Cart (\$3,500)	
Silver Underwriter (\$7,500)	Notepad (\$3,000)	
Bronze Underwriter (\$6,500)	Wi-Fi (\$2,500)	
	Bottled Water (\$2,500)	
	Promo Drop (\$1,000)	

### Terms & Conditions

Please review the following terms and conditions for DEAMcon23 before signing and agreeing to this Contract.

#### Demo Hall

- Pedestal:** This Underwriter/Exhibitor Contract for use of a pedestal in the designated space DirectEmployers may provide entitles the Underwriter/Exhibitor to one standard kiosk with electricity, monitor, and event-provided signage (laptop not included) in the Demo Hall.
- Furnishings:** Underwriter/Exhibitor 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 12-14, 2023), 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:** Underwriter/Exhibitor and attendees must seek approval before booking space at the hotel for events that occur during DEAMcon23 (April 12-14, 2023). 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

Underwriter/Exhibitor agrees to make payment in full to DirectEmployers no later than Wednesday, March 15, 2023 by check to the following:

DirectEmployers Association, Inc.  
RE: DEAMcon23 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 15, 2023 EDT. If Underwriter/Exhibitor cancels after Midnight Wednesday, March 15, 2023 EDT, DirectEmployers will make its best efforts to “cover” and replace Underwriter/Exhibitor at DEAMcon23. 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 12, 2023 CDT will be forfeited by the Underwriter/Exhibitor. DirectEmployers reserves the right to use this space as it sees fit without refund, unless the Underwriter/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 Underwriter/Exhibitor will be liable to pay for all charges thus incurred.

### Schedule

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

#### MOVE-IN HOURS:

Tuesday, April 11, 2023 4:00 – 7:00 p.m. CDT

#### BOOTH HOURS:

Wednesday, April 12, 2023 8:00 a.m. – 5:00 p.m. CDT

Thursday, April 13, 2023 8:00 a.m. – 7:00 p.m. CDT

Friday, April 14, 2023 8:00 a.m. – 12:30 p.m. CDT

#### MOVE-OUT HOURS:

Friday, April 14, 2023 12:30 – 2:30 p.m. CDT

### Use of Exhibits

1. **Acceptability of Pedestals:** All pedestals shall be to serve the interests of conference attendees and shall not detract from other pedestals or the Demo Hall as a whole. DirectEmployers reserves the right to require the immediate withdrawal of any pedestal, 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:** Pedestals are assigned to the contracting Underwriter/Exhibitor only. Pedestals cannot be shared or sublet without prior written approval from DirectEmployers. Pedestals must be confined to the space allotted to the Underwriter/Exhibitor and use of the aisle and public space is strictly prohibited. Exhibits, signs, and displays are prohibited in any area except on the pedestal (i.e. the hallways, guestrooms, or elsewhere in the Demo Hall or conference hotel).
- Construction of Pedestals:** Pedestals shall be constructed and arranged so that they do not obstruct the general view or the view of other exhibits. An Underwriter/Exhibitor planning to use any arrangement that conflicts with these regulations should submit its plans to DirectEmployers in writing before Midnight, Wednesday, March 15, 2023 EDT and shall receive written approval from DirectEmployers prior to ordering construction.
- Appearance of Pedestals:** Any part of the pedestals that does not lend itself to an attractive appearance must be draped or covered at the Underwriter/Exhibitor’s expense. DirectEmployers reserves the right to order that such work be done, and the Underwriter/Exhibitor will be billed for the charges.
- Move-in and Move-out of the Pedestals:** Move-in and move-out must be completed during the aforementioned scheduled times. Unless special arrangements are made with the DEAMcon Coordinator, no pedestals shall be set-up once the Demo Hall opens, and no pedestals will be closed before the Demo Hall closes. It is the Underwriter/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 Underwriter/Exhibitor fails to remove exhibit materials at the scheduled time, DirectEmployers will arrange for removal at the Underwriter/Exhibitor’s expense.
- Shipping and Receiving Procedures:** As the event approaches, you will receive an email from our expo services provider with all of the information on how to ship packages. Please use our DEAMcon Underwriter/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 limited storage space and cannot accept shipments for this event.
- Labor:** The Underwriter/Exhibitor is responsible for setting up and packing up their display at their pedestal. No electricians or skilled labor will be available for hire on-site.
- Electrical Regulations:** All Underwriters/Exhibitors will comply with city electrical codes. All electrical connections at the exhibit must be made by the hotel or its vendor. Underwriter/Exhibitor may be required to make special arrangements for typical 3-wire grounded extension cords if needed.
- Fire and Safety Regulations:** All local regulations will be strictly enforced, and the Underwriter/Exhibitor assumes all responsibility for compliance with all regulations. No combustible material shall be stored in or around the exhibit space.
- Damage to Demo Hall Facilities and Pedestal:** The Underwriter/Exhibitor must leave the occupied space in the condition it was found. The Underwriter/Exhibitor or its agent shall not deface or injure any part of the facilities or equipment. If such damage occurs, the Underwriter/Exhibitor shall be liable for any damages to the building, equipment, decorations, or fixtures belonging to the hotel or expo services provider that are lost or damaged during the conference or during any related activities. Any damaged property will be billed to the Underwriter/Exhibitor at replacement cost.

## Liability

Underwriter/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. Underwriter/Exhibitor agrees to comply strictly with the terms of service of the conference app provider. Underwriter/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 Underwriter/Exhibitor agrees to indemnify, defend, and hold harmless DirectEmployers from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against DirectEmployers due to any and all loss, cost, damage, liability, bodily injury, death, loss of use, monetary loss, or any other injury or expense 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 of DirectEmployers' business invitees, which arises from or out of or by reason of said Underwriter/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 Underwriter/Exhibitor understands that neither DirectEmployers nor the Hotel maintains insurance covering the Underwriter/Exhibitor's property, and it is the sole responsibility of the Underwriter/Exhibitor to maintain such insurance.

## 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 Wednesday, March 15, 2023 EDT. To be included in the DEAMcon23 program, we must receive this signed and dated Underwriter/Exhibitor Contract and payment before Midnight Wednesday, March 15, 2023 EDT. DirectEmployers agrees to post online in the conference app and/or website information regarding your organization shortly after DirectEmployers receives payment and up-to-date vector logo (ai/eps/svg file). By signing this Underwriter/Exhibitor Contract, the Underwriter/Exhibitor acknowledges that it will use by December 31, 2023 any benefits set out in 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

UNDERWRITER/EXHIBITOR BILLING ADDRESS

CITY

STATE

ZIP

NAME OF DIRECTEMPLOYERS REPRESENTATIVE (PLEASE PRINT)

DATE

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

The Underwriter/Exhibitor has read and understood this Agreement concerning its rights, obligations, and responsibilities. Underwriter/Exhibitor acknowledges that attending DEAMcon23 is of value to the Underwriter/Exhibitor, and that the Underwriter/Exhibitor accepts the risk associated with attending DEAMcon23. Therefore, the Underwriter/Exhibitor, and its agents, employees, and representatives have chosen to accept the risk associated with attending DEAMcon23, and agree that it is personally responsible for its safety and actions while attending DEAMcon23 and the safety and actions of its agents, employees, and representatives.

## 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.