



EXHIBITOR AGREEMENT
AMERICAN AGENTS ALLIANCE 2021 CONFERENCE + EXPO | SEPT 23-25

Email or fax the contract to:
Laura@yourmeetingpro.com | Amber@yourmeetingpro.com | Fax: 775-392-3222
Contact us with any questions at: 775-552-3700

PRIMARY CONTACT INFORMATION

Company Name _____ Contact Name & Title _____
Address _____ City _____ State _____ Zip _____
Phone _____ Cell _____ Email _____

CHANGES TO THE 2021 EXPO*

- One-way aisles
• Single booth spaces are 8' x 8'

* These restrictions may be eliminated by the Expo dates.
These are JW Marriott's current Covid-19 gathering regulations.

BOOTH FEE

Includes: (2) company/exhibitor passes per booth.

Standard Booth Rate

\$3695 per 8' x 8' space | Quantity: _____ Total: \$ _____

Annual Company Sponsor Booth Rate

\$3195 per 8' x 8' space | Quantity: _____ Total: \$ _____

Additional Exhibitor Passes

\$395 per person w/booth | Quantity: _____ Total: \$ _____

CHOICE OF BOOTH LOCATIONS

1st Choice _____ 2nd Choice _____ 3rd Choice _____

If possible, do not assign near: _____

NAMES TO APPEAR ON BADGES

1. Registrant Name: _____

Email: _____

2. Registrant Name: _____

Email: _____

I'D LIKE TO BE A SPONSOR

- Annual Company Sponsor \$2,500 Premier Sponsor \$4,000
Elite Sponsor \$7,500 Bronze Sponsor \$10,000
Silver Sponsor \$15,000 Gold Sponsor \$20,000
Platinum Sponsor \$25,000 Diamond Sponsor \$50,000
A La Carte Sponsor for the following item(s):

Sponsorships are non-refundable after full payment is received.

Sponsorship Total: \$ _____

I'D LIKE TO PURCHASE:

- Drink Tickets (25 tickets for \$375) Be Our Guest Passes
Advertising/Tote Bag Insert Lead Retrieval

I'D LIKE TO GOLF

Thursday, September 23rd, 7:00am Shotgun Start
(Includes: green fees, golf cart, golf swag, lunch, and awards)
\$190 per golfer Quantity: _____ Total: \$ _____

Name of golfer(s):

- 1. _____
2. _____
3. _____
4. _____

PAYMENT - Due within 30 days of confirmation

Check box if you rolled over booth fees from 2020.

TOTAL FEES DUE = Total Booth Fees + Additional Passes +
Sponsorship + Other Purchases + Golf

Grand Total Due: \$ _____

- Mail Check to: American Agents Alliance
1231 I Street, Suite 201, Sacramento, CA 95814
Payment by credit card: For your security, please call
Autumn Mitchell with CC info at (866) 497-9222 Ext 11
2020 Fees Rolled-Over to 2021 Conference & Expo

Company has reviewed and agrees to abide by the Terms and
Conditions included with this Application and Exhibit(s). This
Application and Contract to act as an exhibitor and/or sponsor
shall become binding only upon acceptance by an authorized
Alliance representative. Alliance reserves the right to reject or
terminate this Application and Contract for exhibitor and/or
sponsor at its sole discretion.

Name of Authorized Individual Signing on Behalf of Company

Signature _____ Date _____

Name of Authorized Individual Signing on Behalf of Alliance

Signature _____ Date _____

TERMS AND CONDITIONS

This Application and Contract for Exhibit Space and/or Sponsorship, and any exhibits hereto (“this **“Contract”**”) by and between American Agents Alliance (“**Alliance**”) and the company or entity (“**Company**”) designated in this Contract’s application section (“**Application**”), governs Company’s rental and use of exhibit space/booths, sponsorship, and/or other participation, as specified in the Application (“**Participation**”) in any and all conferences, shows, or events (the “**Event**” or “**Events**”). Exhibit Booth/Miscellaneous details and restrictions are attached as Exhibit A here to and incorporated herein by this reference.

LOCATIONS AND DATES: The Event and your Participation are scheduled for the location(s) and dates specified in the Application. Company acknowledges and understands that the locations, hours, or dates may change and the Event and/or your Participation in the Event may be rescheduled. Alliance will attempt to provide reasonable notice to Company of any such changes.

ACCEPTANCE OF CONTRACT: This Contract will only become valid and binding when it is accepted by Alliance. No contract is created unless and until Alliance countersigns this Contract. Alliance reserves the right, at its sole discretion, to decline acceptance of any Contract. In the event of any conflict between these Terms and Conditions and any terms inserted by Company, these Terms and Conditions shall govern. Alliance reserves the right to accept or refuse, in its sole discretion, any application for Participation in any Events. In the absence of Alliance’s acceptance, Alliance incurs no obligations hereunder.

EXHIBIT BOOTH ALLOCATIONS: Alliance will attempt to assign any exhibit booth space requested in the Application, first to Sponsors in descending order from highest dollar amount sponsorship, and then in the order in which Contracts are received. If Company’s choice(s) of exhibit booth space are not available, Alliance will attempt to assign what it considers to be an appropriate space. Alliance reserves the right, at its sole discretion, to designate exhibit booth space or make changes in the location, size, layout, arrangement, time and display limits of the exhibit booth space. The sponsorship, if applicable, are as designated in the Application. Should circumstances make it necessary, in Alliance’s sole discretion, it may move an already allotted space from one place to another, reduce the size of the space, close or alter the location of any exits or entries, carry through any structural alterations or make any other changes it deems appropriate in its sole discretion. Alliance shall not be liable for errors in acceptance of application or allocation of space.

PARTICIPATION FEES: The fees for Company’s Participation in the Event (“**Fees**”) shall be as designated in the Application. The Fee only includes booth space and any items specifically designated in the Application and Contract. All other expenses are the responsibility of Company. All Fees are deemed fully earned and non- refundable when the Contract is accepted, except as otherwise provided herein. Company shall be liable for the total payment due, whether or not Company actually participates in the Event or Events or uses the full space or number of booths to which it is committing in this Contract.

PAYMENT: Unless otherwise specified in this Contract, payment of the Fees shall be made in U.S currency by credit card payment, by check, or by bank transfer payable to **American Agents Alliance** and shall be due and payable within thirty (30) days after Alliance’s acceptance of the Contract. All late payments shall bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Company shall also reimburse Alliance for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. In addition to all other remedies available under this Contract or at law (which Alliance does not waive by the exercise of any rights hereunder), Alliance shall be entitled to deny Company access to the Event if Company fails to pay any fees when due hereunder and such failure continues for thirty (30) days following written notice to Company. Company may not withhold or reduce payment by virtue of any claims against Alliance in connection with this Contract. If Company is in breach of any of its obligations under this Contract, Alliance has the right to terminate this Contract without liability to Company.

ALLIANCE MATERIALS: Any materials that are distributed to Company related to the planning or execution of the Event, including but not limited to any event manual, are owned exclusively by Alliance. Alliance grants Company a nontransferable, non-exclusive license to use such materials solely in connection with Company’s participation in the Event. If Company ceases to be an exhibitor at the Event, including at the conclusion thereof, Company shall promptly return to Alliance all such materials.

COMPANY MATERIALS: Any promotional and/or presentation materials to be provided by Company in connection with this Contract (e.g., slide shows for presentations, advertisements for conference publications) will be provided in a manner and format designated by Alliance. Company’s materials are subject to Alliance’s approval. Alliance shall have the right to reproduce, promote, distribute and otherwise use these materials in connection with the Event. Alliance is not granted any other rights to Company’s materials, and acknowledges that it shall not gain any proprietary interest in Company’s materials. Company represents and warrants that the materials do not and will not infringe on any third-party rights, including, without limitation, copyright, patent, trade secret, trademark and rights of publicity or privacy, and are not false, misleading, deceptive, obscene or defamatory.

TRADEMARKS: Alliance shall have the right to use Company’s trademarks to promote Company’s participation in and sponsorship of the Event, and to fulfill its obligations under this Contract. Any such use shall be in compliance with Company’s relevant trademark or corporate identity guidelines, and all goodwill shall inure to the benefit of Company. Alliance is not granted any other rights to Company’s trademarks, and acknowledges that it shall not gain any proprietary interest in Company’s trademarks. Company shall have the right to use Alliance’s trademarks that are associated with the Event only to promote Company’s Participation in the Event. Any such use shall be in compliance with Alliance’s relevant trademark and identity

guidelines, and all goodwill shall inure to the benefit of Alliance. Company is not granted any other rights to Alliance's trademarks, and acknowledges that it shall not gain any proprietary interest in Alliance's trademarks.

CANCELLATION BY COMPANY: Company may withdraw from the Event or Events only under the following conditions: Company's cancellation of all or part of its Event Participation, as contracted for herein, must be sent in writing to the Alliance, 1231 I Street #201, Sacramento, CA 95814 via certified mail, return receipt requested, and is only effective upon Alliance's actual receipt. Company's failure to occupy exhibit space at the start of the Event constitutes Company's cancellation for that Event. All cancellations must be in writing and received by [June 1, 2021], in order to receive a refund of Company's exhibit booth Fee, less an administrative fee of \$500. No refunds of the exhibit booth Fee will be provided for cancellations received after [June 1, 2021]. Once cancelled, Company forfeits the right to occupy exhibit booth space. Sponsorships are non-refundable after full payment is received. Company is responsible for payment of such Fees irrespective of the reason for cancellation. Company acknowledges that ascertaining damages incurred by Alliance if Company cancels its Participation is difficult, and that the Fees owed or retained under this Agreement after cancellation represent a fair and agreed measure of compensation and are not to be deemed or construed as a penalty or forfeiture. If Company cancels, Alliance shall have the right to replace Company with another participant. Company's replacement or Alliance's re-letting of Company's canceled space shall not act to excuse Company from payment of any Fees earned or due hereunder.

CANCELLATION BY ALLIANCE: Alliance reserves the right to cancel any and all Events or to terminate this Contract or Company's Participation in all or part of the Events for any reason at any time upon written notice to Company. Upon Alliance's cancellation or termination, its sole liability to Company, and Company's exclusive remedy, shall be a refund of the Fees paid by Company under this Contract for the Events in which Company is unable to participate due to such cancellation or termination.

FORCE MAJEURE AND IMPOSSIBILITY:

1. Alliance shall not be responsible for any loss or damage resulting from failure to perform under this Contract or to conduct an Event as currently scheduled in whole or part, and the performance of this Contract by Alliance is subject to termination without liability, upon the occurrence, or as a result of, any riot, strike, labor dispute, acts, regulations or orders of governmental authorities, civil disorder, act of war, act of terrorism, failure of facilities, earthquake, storm, fire, flood, pandemic (including the novel coronavirus ("COVID-19"), epidemic, disease, or other acts of God, or any reason of any kind whatsoever beyond the reasonable control of Alliance. Notwithstanding any other terms of this Contract, if an Event is cancelled by Alliance and not rescheduled in connection with a force majeure event, Alliance's sole liability to Company, and Company's exclusive remedy, shall be a refund of the Fees for that Event paid by Company under this Contract less a pro rata rate adjustment based on costs incurred by Alliance in connection with the cancelled Event.
2. The following applies specifically with respect to COVID-19: If (1) the U.S. Centers for Disease Control and Prevention (if the Event Center *(defined below)* is located in the U.S.) or the Public Health Agency of Canada (if Event Center is located in Canada), or the state or province where the Event Center is located, or the country(ies), state(s) or province(s) from which a majority of Event attendees are traveling, issues a regulation, advisory, notice, or warning (collectively, a "Notice") advising travelers to avoid travel to the city where the Event Center is located, avoid gatherings of the size contemplated by this Agreement, or to shelter in place/stay at home as a result of the COVID-19 pandemic, and such Notice covers 30 days prior and/or the Event dates, and (2) as a direct result of such Notice, and either Alliance or the Company wish to modify this Contract, the requesting party will notify the other as soon as reasonably practicable, but in any event at least fourteen (14) days before the Event date. Upon receipt of such request, Alliance and the Company will commence good faith discussions regarding potential amendments to this Contract or Alliance and the Company may, as a matter of final resort, mutually agree to terminate this Contract without liability if they agree that no suitable alternatives exist and termination is in the best interest of both parties. Nothing in this paragraph is meant to limit Alliance's right to terminate this Contract in accordance with paragraph (1), *above*; therefore, if Alliance and the Company cannot reach an agreement to amend or terminate this Contract within fourteen (14) days of the date the request was received, Alliance may terminate the Contract in accordance with paragraph (1). This paragraph (2) will become null and void upon the World Health Organization's declaration that the COVID-19 pandemic has ended.

INSTALLATION AND DISMANTLE: All displays and booth exhibits must be installed before, occupied during, and dismantled after the Event in accordance with the schedule provided by Alliance attached as Exhibit A, hereto. Materials not removed from the exhibition area by Company as specified by Alliance will be removed by Alliance at Company's expense and liability. If Company is not set up by the time specified in the Event Manual, Alliance reserves the right to re-assign the allocated space to another applicant or to make other use of the space as it deems appropriate, in its sole discretion. Exhibits are to be kept intact until the Event ends, as listed in Exhibit A. Company shall not remove any part of an exhibit during the Event without written prior permission from Alliance. All exhibits must be dismantled and removed from the facility by the time described in Exhibit A. Company shall have an authorized representative on site during setup and dismantling periods to oversee exhibit materials, receipt, and shipment.

USE OF SPACE: Company may not sublet, assign, sublicense, apportion, or otherwise grant rights to a third party for use of any part of the exhibit space contracted for herein, nor represent, advertise, distribute literature for, or otherwise promote the products or services of any other firm or individual except as approved in writing by Alliance. Company may not display outside the confines of its assigned exhibit space. Any purported assignment, sublet, sublicense, or apportionment in violation of this Section shall be null and void. No assignment, sublease, sublicense, or apportionment shall relieve Applicant of any of its obligations hereunder.

CONDUCT OF PARTICIPATION: Company shall conduct its Participation in a decorous manner in order not to be objectionable to Alliance, the event center at which the Event is taking place (the “**Event Center**”), other exhibitors, or the public. Company shall construct its exhibit in conformity with law, the Event Center’s rules, and any additional and specific rules, as set forth in this Contract and in Exhibit A. Alliance reserves the right to determine the suitability and appropriateness of all exhibits and the attire and conduct of all exhibit personnel and to regulate the same at its sole discretion. Alliance further reserves the right to restrict or prohibit exhibits which, because of noise, method of operation, content, safety, or any other reason, are objectionable to Alliance or otherwise detract from or are out of keeping with the character of the Event. Alliance may prohibit installation or request removal or discontinuance of any exhibit or promotion that, if continued, departs substantially from the design and description given advance approval. Alliance reserves the right to close, remove or require changes in Company’s exhibit and to remove any of Company’s personnel, agents, representatives, independent contractors, invitees or guests if the exhibit or individuals are deemed by Alliance, in its sole discretion, to be detrimental to Alliance, the Event, other exhibitors, or the public. Company shall adequately staff its exhibit during all Event hours. Company agrees to cooperate with Alliance and other exhibitors, especially during periods of ingress and egress, in order to make mutual use of the facilities harmonious and agreeable. If applicable, Company must provide the necessary safety items to protect attendees, other exhibitors, and all others from equipment that is operable or from any other material, processes, or operations that might cause bodily harm. Company will not use any copyrighted music, dramatic materials, or any other property owned by a third party without first obtaining licenses for the use of the same. Company will not discriminate against any person in connection with admission to its booth, services rendered, or privileges offered, on the basis of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin. If Company or its representatives fail to observe the terms and conditions of this Contract or, in the reasonable opinion of Alliance, conduct themselves unethically or detrimentally to Alliance, Company may be dismissed from the Event without refund or other appeal.

CARE OF PREMISES: Company shall not mark, deface or otherwise damage any furnishings or equipment that is provided, including but not limited to the premises. Company shall return all furnishings and equipment, and the premises in as good condition as they were received. Company shall be liable for any damage caused by its failure to adhere to this provision. COMPANY SHALL NOT UTILIZE THE SERVICES OF ANY THIRD-PARTY CONTRACTOR WITHIN THE CONFINES OF THE EVENT CENTER, UNLESS AUTHORIZED BY ALLIANCE.

CONDITION OF PREMISES: Any space provided to Company under this Contract, including but not limited to any exhibit space or conference rooms (“**Space**”), is licensed and provided on an “as is” basis. Alliance shall not be liable for preexisting conditions of the Space or for conditions arising during the period of the license or Company’s use.

INVITEES: Anyone visiting, viewing or otherwise participating in the Space is deemed to be the invitee or licensee of Company while so visiting, viewing or otherwise participating in Company’s exhibit or Space, rather than the invitee of Alliance or the Event Center.

EVENT BADGES: Company personnel, agents and representatives must wear Alliance issued identification badges while on the exhibit floor.

EVENT SECURITY: While the Event Center may provide perimeter security for the Event area during the Event, it is under no obligation to do so, and any security provided by the Event Center may be discontinued at any time. Whether or not such security is provided, Company shall be solely responsible for the protection of its property and its confidential and proprietary information, and for obtaining insurance with respect thereto. Alliance shall, in any event, have no obligation to provide security services and makes no representation or warranty whatsoever and disclaims all liability with respect to security of the premises or Company’s goods or equipment. Company hereby releases and shall hold Organizer harmless with respect to the same.

DISPLAYS AND PROMOTIONAL DISTRIBUTION: At its sole discretion, Alliance may withhold or withdraw permission to display items. No distribution of materials, candy, or giveaways are permitted at the 2021 Expo.

PRIZE DRAWINGS & CASH GIVEAWAYS: Prizes and cash donated by Company must be handled with honesty and integrity. All promoted and announced prizes, including cash drawings, shall be made available to all registered attendees 18 years and older. Winners must be drawn randomly at prize drawing scheduled times and shall not be pre-selected. Winners must be present at the time of the drawing and will be announced from the podium. If the person is not immediately present in the area where the drawing takes place, a new name will be drawn. Company shall comply with all state and/or federal laws regarding cash giveaways, prize drawings, or sweepstakes.

INSURANCE: Company is solely responsible for its personnel, employees, agents, representatives, and property, and should have sufficient insurance to cover against loss, theft, damage or destruction of goods, and injury, including death, to its personnel, employees, agents or representatives. Company must obtain and carry a minimum of \$1,000,000 per occurrence limit for Commercial General Liability Insurance including bodily injury and property damage, \$1,000,000 limit for Commercial Property Coverage covering real and personal property and inland transit insurance, and \$1,000,000 limit Worker’s Compensation. The insurance is to cover the full period of occupancy of the Space and, except for the Worker’s Compensation policy, shall name Alliance as an additional insured. Company shall provide Alliance and the Event Center with a certificate of insurance evidencing such coverage upon request no later than thirty (30) days prior to the Event.

OTHER RULES AND REGULATIONS: Company shall comply with all applicable laws, rules, regulations, ordinances, codes and statutes with respect to the conduct of its exhibit. Company shall also comply with the exhibitor manual, if provided by Alliance, and all reasonable requests of Alliance and the Event Center with respect to the conduct of its exhibit. Alliance and the Event Center may issue further rules and regulations governing the Event or use of the Event Center facilities from time to time. Company agrees to abide by all such rules and regulations, to the extent reasonable.

TAXES AND LICENSES: Company is solely responsible for obtaining any license(s) and/or permit(s) associated with its Participation in the Event. Company is solely responsible for the payment of all taxes (including sales and use taxes), license fees, or other charges applicable to its Participation in the Event, including any taxes collected by Alliance on Company's behalf.

LIMITATION OF LIABILITY AND TIMING OF CLAIMS: ALLIANCE OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, AFFILIATES, OR ASSIGNEES SHALL NOT BEAR ANY RESPONSIBILITY FOR THE SAFETY OF COMPANY, ITS PERSONNEL, EMPLOYEES, AGENTS OR REPRESENTATIVES OR PERSONAL PROPERTY. NEITHER PARTY SHALL IN ANY EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DIMINUTION IN VALUE, DATA, OR DATA USE, WHETHER IN AN ACTION IN CONTRACT OR TORT OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THEIR ACTS OR OMISSIONS OR ANY BREACH OF THIS AGREEMENT. ALLIANCE IS NOT LIABLE FOR ANY ERRORS IN ANY LISTINGS OR DESCRIPTIONS ASSOCIATED WITH THE EVENT, OR FOR OMITTING COMPANY FROM THE EVENT SHOW GUIDE OR OTHER EVENT MATERIALS. THE TOTAL LIABILITY OF ALLIANCE FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY COMPANY UNDER THIS CONTRACT. CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT MUST BE MADE IN WRITING WITHIN THIRTY (30) DAYS AFTER THE LAST DAY OF THE EVENT, AND FAILURE TO GIVE SUCH NOTICE SHALL CONSTITUTE A WAIVER OF ANY CLAIMS.

INDEMNIFICATION: Company shall defend, indemnify and hold harmless Alliance, its parent, subsidiary, and affiliate companies, and each of their officers, directors, employees, agents, and representatives from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs and reasonable attorneys' fees) (collectively, "Losses") arising out of or due to: (a) the construction or maintenance of Company's exhibit; (b) the negligence or willful misconduct of Company, or its personnel, employees, agents or representatives; (c) Company's materials distributed in connection with the Event, including but not limited to Alliance's use of the materials; or (d) any act, omission, negligence, fault, violation of law or ordinance, or misconduct of Company, its employees, subcontractors, invitees, or agents, or any breach by Company of any commitment made in this Contract. Company agrees that a party that is being defended hereunder (the "Defended Party") shall have the right to approve any counsel retained to defend any demand, suit or cause of action in which it is a defendant, such approval not to be unreasonably withheld. Company agrees that the Defended Party shall have the right to control and participate in the defense of any such demand, suit or cause of action concerning matters that relate to the Defended Party, and that such suit will not be settled without the Defended Party's consent, which consent shall not be unreasonably withheld. If, in the Defended Party's reasonable judgment, a conflict exists in the interests of the Defended Party and Company in such demand, suit or cause of action, the Defended Party may retain its own counsel whose reasonable fees shall be paid by Company.

NO ASSIGNMENT: Company may not assign this Contract to any third party without the consent of Alliance. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve Company of any of its obligations hereunder.

AUTHORIZATION: Company authorizes Alliance to provide contact information, including its address, phone number, fax number, email address and contact person, to the Event Center. Company authorizes Alliance to record Company's participation in the Event, including participation by Company's personnel, agents or representatives, and create transcriptions and derivative works therefrom in any medium. Company authorizes Alliance to use, reproduce, copyright, translate, distribute, transmit, and publicly perform any such recordings, transcriptions or derivative works in connection with the Events. Notwithstanding the above, Alliance shall not edit, alter or otherwise modify any recordings of presentations from Company in a manner that mischaracterizes the content or reflects negatively on Company. Company agrees to execute any additional releases presented by Alliance in connection with these authorizations, and hereby waives any statutory restriction on waivers of future claims or moral rights.

MAILINGS/CONTACT LISTS: Notwithstanding any other terms or conditions of this Contract: (a) all mailings provided hereunder shall be limited to individuals that have opted-in to receiving such mailings; and (b) all contact lists provided hereunder shall be limited to individuals that have opted-in to having their contact information provided to the party receiving the contact information. If Alliance provides Company with the contact information of Event attendees who have opted-in to receiving marketing from Company, Company will ensure that it uses such information in compliance with applicable laws, including the U.S. CAN-SPAM Act.

COLLECTION OF INFORMATION: In the event that Company chooses to collect information from Event attendees (via electronic means or otherwise), Company will do so in a manner that clearly identifies Company, and not Alliance, as the entity collecting the information.

RECORDING OF EVENT: Company acknowledges that the Event may be recorded and reproduced in any form (including but not limited to digital formats) and hereby authorizes Alliance and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the Event. Company hereby releases Alliance and its designees from, and waives all claims it may have, now or in the future, in connection with such activities, and specifically waives any statutory restriction on waivers of future claims or moral rights.

GOVERNING LAW; JURISDICTION: This Contract, and all matters arising out of or relating to this Contract, shall be governed by the procedural and substantive laws of the State of California, USA. Any legal action relating to this Agreement shall be instituted in a state or federal court in Sacramento County, California. The parties irrevocably and unconditionally agree to submit to the exclusive jurisdiction of, and agree that venue is proper in, these courts in any such legal proceeding.

NO WAIVER; SEVERABILITY; SURVIVORSHIP: Any express waiver or failure to exercise any right under this Contract will not create a continuing waiver or any expectation of non-enforcement. If any provision of this Contract is held illegal, invalid, or unenforceable by any law or regulation of any government or by any court or arbitrator, such invalidity will not affect the enforceability of the other provisions. Upon a determination that any term or provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. Rights and obligations under this Contract, which by their nature should survive, will remain in effect after termination or expiration of this Contract.

NO REPRESENTATIONS OR WARRANTIES; RULES AND REGULATIONS; ENTIRE AGREEMENT: Alliance makes no representations or warranties, express or implied, regarding the number, quality or character of persons who will attend the Event or regarding any other matters. Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this Contract or set forth in Exhibit A are subject to Alliance's sole discretion. Alliance may adopt, amend, or revoke any established rules and regulations from time to time, on reasonable notice to Company. Any such rules or regulations, including but not limited to those in the Exhibit A or any communication from Alliance to Company are hereby incorporated in this Contract and have the same effect as if set forth herein. This Contract constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof. This Contract may not be modified or amended except in a writing signed by a duly authorized representative of each party.

EXHIBIT A

EXHIBIT BOOTHS/MISCELLANEOUS

EXHIBIT BOOTH HOURS / SET UP & TEAR DOWN (NO EXCEPTIONS)

Set Up	[Thursday, September 23, 2021]	7:30am – 6:00pm
Show Hours	[Friday, September 24, 2021]	12:00pm – 5:00pm
Show Hours	[Saturday, September 25, 2021]	12:00pm – 5:00pm
Tear Down	[Saturday, September 25, 2021]	5:01pm – 9:00pm

In order to protect the integrity of the Event, any exhibit booth space not occupied by Company by **11:00am, Friday, September 24** will be forfeited, and the space may be resold or reassigned by Alliance without refund, unless otherwise approved in writing by Alliance.

EXHIBIT BOOTH DIMENSIONS AND AMENITIES

- 8' x 8' Exhibit Space (Multiple booth spaces vary in size)
- Exhibitor ID Sign
- Listing in the official Conference program (if registered and paid by **August 3, 2021**)
- Standard Pipe & Draping (8' draping on three sides is required in 2021)
- 200 lbs. of Drayage (Drayage means the unloading of exhibit properties, storing up to 30 days in advance of the show at a warehouse, delivering properties to the booth, the handling of empties to and from the show, and removing of material from the booth for reloading onto outbound carriers.)
- One 500-watt electrical outlet
- One six-foot skirted table, two side chairs and one waste basket
- Two full registration passes, including all organized food functions. *Additional registration passes are available for Exhibitors for \$395.00 per person.*

NOT INCLUDED WITH EXHIBIT BOOTH FEE

- Telephones
- Janitorial Service
- Installation of Displays
- Forklift Service
- Wireless Connection or other AV equipment

No exhibit shall be constructed with a height exceeding 8 feet. Company building to these specifications must furnish the back portion of their exhibit so it will not be objectionable to adjacent exhibitors. Absolutely no balloons allowed in the exhibit booth or tradeshow floor. No ceiling or wall projections are allowed. Music or sound machines must not be disruptive to other exhibitors. Company is charged with the knowledge of national, state and local laws and restrictions on merchandising, advertising or promotional schemes which involves attracting attendees to the Event or exhibit booth by an inducement which may be construed as an illegal lottery or violation of applicable law. Alliance is not responsible for any promotional activities by Company.

Alliance reserves the right to prohibit and/or evict a Company whose presentation or exhibit is in any manner deemed, in Alliance's discretion, to be offensive to other attendees by any reason, including bad taste, questionable morals or controversial content. In event of such prohibition or eviction, Alliance shall not be liable to Company for refunds of Fees. Company shall not distribute, handout, or serve any food or beverage items from the exhibit booth, unless purchased directly through the Event Center.

EVENT DECORATOR

The official Event decorator is Steele Tradeshows Exhibitor Services ("Steele"). Steele will decorate the hall and set up exhibit booths. All booth furnishings may be rented from Steele which will send a packet to every Exhibitor who contract to the Alliance. Company exhibitors who request special services from show decorator or Event Center will be solely responsible for any charges incurred.

UNUSUAL DISPLAYS

If Company intends to utilize or construct exhibit displays that will be unusual, oversized or designed in a manner which will require special booth hookup, installation or other advance technical assistance, such proposed plans must be submitted to the decorator/contractor at the earliest practical time after this Contract is executed, and in no case less than 30 days before commencement of the Event. Alliance and/or Event Center may, at their discretion, deny such exhibit proposals. No EZ-Up canopy or tent-type structures will be allowed.

EARLY DISMANTLING PROHIBITED

Exhibit booth inspections will be made throughout the Event. Any exhibit booth dismantled or partially dismantled before the close of the Event shall forfeit the right to exhibit at future Alliance Events. As a professional courtesy to other Company exhibitors, please do not tear down booths until the trade show has been officially closed at **5:01pm on Saturday, September 25, 2021**.

PRINTED PROGRAM DEADLINE

All exhibit booth fees, sponsorships, and artwork must be paid in full and submitted by **August 3, 2021** to be included in the American Agents Alliance Conference & Expo printed program.

FIRE PREVENTION

All exhibit booth decorations must be flame-proof and all hangings must clear the floor. Electrical wiring must conform to National Electrical Code Safety Rules. If inspection indicates that any Company has neglected to comply with these regulations, or otherwise creates a fire hazard, Alliance reserves the right to demand removal of all or such part of the exhibit as may be non-conforming or hazardous. Ceilings over exhibits are not permitted if the exhibit is below a building sprinkler device. Any exhibit which proposes to incorporate a ceiling or cover must be submitted to Alliance for prior approval by fire prevention authorities. Company will not be permitted to store empty packing boxes or cases in or around exhibit booths during the Event. When properly marked for identification and upon fire marshal approval, these items may be stored at Company's risk and expense elsewhere in the Event Center or by the show decorator. If allotted Event Center storage space is not fire marshal approved, Company must contact the exhibit decorator/contractor for alternate instructions. Company is charged with the knowledge of all local laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in the Event. Compliance is the sole responsibility Company. Company shall be solely liable to the Event Center for all damage caused by the Company and shall hold harmless and indemnify Alliance for any and all damages.

SALES FROM BOOTH

If Company sells merchandise out of its exhibit booth either on a cash and carry basis or in order form must comply with local ordinances and state laws. The Company must have an application and deposit on file with the California Department of Tax and Fee Administration. The deposit is to cover any California sales tax accrued during the show. California Exhibitors may contact a local branch office of the state for more information. Out-of-state Company's should contact the California Department of Tax and Fee Administration at 450 N. Street, Sacramento, CA 95814 or at (800) 400-7115.

HOUSING

Alliance has secured accommodations at the JW Marriott. This luxury resort was chosen to help draw attendees to the Event. Company is required to make room reservations at the JW Marriott. The affordability of the Event is based on Alliance's ability to fill its allocated block of rooms at the JW Marriott. Please help the Alliance maintain an affordable event by securing accommodations at the JW Marriott at **877-622-3140** and identify Company with "**Alliance 2021**" or by making reservations online at: <https://book.passkey.com/e/50124238>

Please do not make room reservations through outside parties who may call claiming the Alliance room block is full or that they can provide you with a better rate. These callers are not affiliated with Alliance or Marriott Hotels International. Hotel reservations should be made directly with the JW Marriott.

**ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY
RELATING TO CORONAVIRUS/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The American Agents Alliance (“AAA”) has put in place preventative measures to reduce the spread of COVID-19; however, AAA cannot guarantee that you will not become infected with COVID-19. Further, attending the 2021 Conference & Expo could increase your risk and your agent’s risk of contracting COVID-19.

By registering for the Conference, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you may be exposed to or infected by COVID-19 by attending any activities at the Conference and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by COVID-19 at the Conference may result from the actions, omissions, or negligence of yourself and others, including, but not limited to, AAA employees, volunteers, and program participants and their agents.

You agree to check the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to attending the Conference. You hereby agree, represent, and warrant that you shall not attend the Conference if you (i) experience symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) have a suspected or diagnosed/confirmed case of COVID-19.

By registering for the Conference, you voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to you (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with your attendance at the Conference (“Claims”). By registering for the Conference, you hereby release, waive, covenant not to sue, discharge, and hold harmless AAA and its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. You understand and agree that this release includes any Claims based on the actions, omissions, or negligence of AAA and its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in the Conference and related activities.