

Campus Safety CONFERENCE 2020

WEST: Las Vegas, NV | June 15-17, 2020
EAST: Bethesda, MD | July 12-14, 2020
TEXAS: San Antonio, TX | July 26-28, 2020

TERMS & CONDITIONS

1. **Defined Terms:** "Agreement" means, collectively, (i) the Sponsorship Contract for the Event and any ancillary documents associated therewith and (ii) these Terms and Conditions attached to the Sponsorship Contract. In the event of any conflict among the terms of such documents, the terms of these Terms and Conditions shall prevail. "Event" collectively means, the event or events referred to above, on the previous or facing page, or in materials attached hereto, as organized by Emerald Expositions, LLC ("Emerald"). "Facility" means the venue where the Event is held. "Sponsor" means the company or person entering into this Agreement, as listed on the Sponsorship Contract.

2. **Agreement Acceptance, Eligibility, and Payment:** This Agreement becomes binding and effective only when it has been signed by Sponsor and accepted in writing by a duly authorized representative of Emerald. Emerald may refuse acceptance of any Sponsorship Contract for any or no reason. Emerald, and its respective successors and assigns, shall be authorized to rely upon the signature of Sponsor hereto on this Agreement which is delivered by facsimile, PDF, or other electronic means as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement with original ink signatures of each person and entity. Upon this Agreement becoming binding, Sponsor agrees to pay Emerald the fees, when due, according to the payment schedule stated in the Sponsorship Contract. Emerald has the right to charge Sponsor a late fee of up to 1.5% per month, or the maximum amount allowable by applicable law, on all outstanding amounts owed by Sponsor. Sponsor's payments are non-refundable and payment obligations shall survive any termination of this Agreement.

3. **Term:** This Agreement commences effective the date it is accepted by Emerald and shall terminate upon the conclusion of the Event, unless earlier terminated as stated herein.

4. **Assignment of Space; Sponsor Space Occupancy, Use and Departure:** Sponsor space for the Event shall be assigned by Emerald in its sole discretion. Emerald reserves the right to change the floor plan or to move Sponsor to another similar size booth location prior to or during the Event for a legitimate reason, in Emerald's discretion. Sponsor may not assign, sublet, share or license all or any portion of its sponsorship space. Emerald shall specify the hours and dates for installing, occupying and dismantling tables. If Sponsor fails to begin installing its display in its assigned space 24 hours prior to the Event opening or leaves its space unattended at any time during published Event hours, Emerald shall have the right to take possession of the space and terminate this Agreement with no refund. All sponsors must be open for business at all times during the Event. If Sponsor, through circumstances beyond its reasonable control, is delayed in arrival or set-up, it must notify the appropriate Emerald contact immediately. Additionally, (a) only Sponsor will be permitted in its booth two (2) hours prior to published "Event Open Times," all labor performed by contractors must be complete by that time, and no attendees may visit the booth prior to the Event Open Time; (b) Sponsor must vacate its booth by the posted move-out time listed in the Sponsor Services Kit; (c) no one under 18 years of age (or as required by the applicable Facility) shall be admitted on the show floor during move-in/out days of the Event; and (d) no breakdown, dismantling of display, or sale and subsequent removal of sponsor merchandise is permitted before the Event officially ends. If Sponsor violates subsection (d) hereof, it will be assessed an early breakdown fee of \$500 and may be denied booth space access at future events. Sponsors that leave excessive materials in their booth space at the end of the published move-out time will be invoiced for labor costs to remove such materials and for any disposal charges. Unless approved in advance by Emerald in writing, the following sales are strictly prohibited during the Event: (a) any retail sales including, but not limited to, any retail sales in violation of the retail sales tax regulations where the Event is being held; (b) any sale where display merchandise changes hands during the Event; and (c) any direct sale from Sponsor to consumer. The Event is strictly business to business.

5. **Termination by Emerald:** Notwithstanding anything herein to the contrary, Emerald may terminate this Agreement at any time, including during the Event, for any reason without a refund or liability to Sponsor of any sort, and without a reduction in fees owed by Sponsor to Emerald, and without limiting any other remedy Emerald may have. (i) if Sponsor fails to make any payment required by this Agreement in a timely manner; (ii) upon any breach or threatened breach of this Agreement by Sponsor; (iii) if Emerald, in its sole discretion, believes the Sponsor's sponsorship content is inappropriate for any reason, including, but not limited to, if Emerald reasonably believes that Sponsor's sponsorship content infringes the proprietary rights of a third party; (iv) if Sponsor, in Emerald's opinion, behaves poorly, disrupts the Event or detracts from the general character of the Event or interferes in any way with another Event participant; or (v) if Sponsor becomes insolvent, makes any assignment for the benefit of creditors, goes to liquidation or has a receiver or trustee appointed for the benefit of creditors, whether voluntary or otherwise, or seeks the protection of, or has a proceeding instituted against it, under the bankruptcy code, or any similar statute. Additionally, Emerald may terminate this Agreement for convenience at any time for any reason, and upon such termination, shall be liable only for the amount actually paid to Emerald by Sponsor for sponsorship at the Event pursuant to this Agreement. All fees paid by Sponsor to Emerald are non-refundable except as specifically set forth herein.

6. **Termination by Sponsor:** Sponsor may terminate this Agreement without liability to Emerald (i) upon any breach or threatened breach of this Agreement by Emerald that is not cured within thirty (30) days of Sponsor giving written notice to Emerald of such breach or threatened breach, or (ii) if Emerald becomes insolvent, makes any assignment for the benefit of creditors, goes to liquidation or has a receiver or trustee appointed for the benefit of creditors, whether voluntary or otherwise, or seeks the protection of, or has a proceeding instituted against it, under the bankruptcy code, or any similar statute.

7. **Cancellation of Event:** Subject to the termination provisions contained herein, if Emerald cancels the Event in advance of the start of the Event for reasons other than force majeure, Emerald shall refund to Sponsor a pro rata amount of its sponsorship fees previously paid for the portion of the sponsorship services not fulfilled, in full satisfaction of all 2 liabilities of Emerald to Sponsor. Notwithstanding the foregoing, Emerald, using its sole discretion, may cancel the Event in advance of the start of, or during, the Event for the safety and security of the Event participants without an obligation to refund any payments made by Sponsor. If such cancellation is the result of force majeure for which Emerald recovers insurance proceeds, Emerald will offer, in any manner in Emerald's sole discretion, pro rata proceeds for the benefit of Event sponsors and exhibitors. Additionally, Emerald reserves the right to postpone, rename or relocate the Event or change the Event dates. If Emerald changes the name of the Event, relocates the Event to another facility, or changes the Event dates to dates that are not more than 30 days earlier or 30 days later, no refund of any sponsorship fees will be due to Sponsor.

8. **Assumption of Risks; Release:** Sponsor expressly assumes all risks associated with, resulting from or arising in connection with Sponsor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Sponsor. Sponsor has sole responsibility for its property and any theft, damage or other loss to that property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Emerald nor Facility accepts any responsibility, nor is a bailment created, for property delivered by or to Sponsor. Neither Emerald nor Facility, or any of their respective affiliates or directors, officers, employees or representatives, shall be liable for, and Sponsor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities, whether described in this Agreement or not, unless due to the gross negligence or willful misconduct of Emerald or Facility. Sponsor understands and agrees that the Event stages "Rain or Shine" and Sponsor receives no allowance of any sort in the event of bad weather. Emerald makes no representations or warranties, express or implied, regarding the success of the Event, including but not limited to the condition of the Facility, noise levels or other inconveniences or disruptions in or around the Facility, the number of persons who will attend the Event, or any other matter, except as explicitly set forth herein. Sponsor hereby accepts the Facility AS IS, with all faults, and without any implied warranties of merchantability or fitness for a particular purpose. This section shall survive any termination of this Agreement.

9. **Indemnification:** Sponsor shall indemnify, defend (with legal counsel satisfactory to Emerald) and hold Emerald and Facility, or any of their respective affiliates or directors, officers, employees, shareholders, agents or representatives, harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including reasonable attorneys' fees and collection costs) and expenses which result from or arise out of or in connection with: (a) Sponsor's participation or presence in or at the Event, including the sponsorship and the sponsorship content; (b) any breach by Sponsor of any agreements, covenants, promises or other obligations under this Agreement or any other contract, arrangement or agreement related to the Event; (c) any matter for which Sponsor is otherwise responsible under the terms of this Agreement or any other contract, arrangement or agreement related to the Event; (d) any violation or infringement (or claim of violation or infringement) by Sponsor of any law or ordinance or of the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims arising out of or relating to Sponsor's actions; (f) Sponsor's acts that result in damage, harm or injury (including death) to anyone or their property at the Event; and (g) any and all loss of or damage to property or the business or profits of Sponsor. This section shall survive any termination of this Agreement.

10. **Insurance:** Sponsor shall, at its own expense, secure and maintain throughout the term of this Agreement, including move-in and move-out days, the following insurance with responsible third party insurance carriers (with an A.M. Best rating of at least A-VII for Sponsors insured with a domestic insurance carrier, and with a carrier approved in advance by Emerald for Sponsors insured with an international insurance carrier): (a) Workers' compensation insurance in an amount as required by applicable law (for domestic Sponsors); (b) Comprehensive general liability insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for broad form bodily injury and property damage, including coverage for personal injury, contractual liability coverage with respect to this Agreement, and operation of mobile equipment, premises, products/completed operations liability coverage, liquor liability (if applicable), and personal/advertising injury liability coverage; (c) Automobile liability insurance with limits not less than \$1,000,000 per occurrence, combined

single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operations (if applicable); (d) Umbrella Liability 3 Insurance, with limits of at least \$1,000,000 per occurrence and in the aggregate; and (e) Employers Liability/Stop Gap Liability Insurance with limits of at least \$500,000 for each occurrence. The CGL and Automobile insurance policies shall (a) name as additional insureds Emerald, Facility, and each of their subsidiaries, affiliates, officers, directors, employees, agents and representatives and (b) be primary to any other valid and collectible insurance of Sponsor and/or Emerald or Facility and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Sponsor's obligations under this paragraph. The coverage provided to the additional insureds shall not be limited to the negligence of Sponsor. The insurance carrier shall have no right of recovery or subrogation against any additional insured. Copies of certificates of insurance, satisfactory to Emerald, shall be furnished to Emerald thirty (30) days before the Event. Certified copies of the certificates of insurance shall provide that if any of the above-described policies are cancelled before the expiration date thereof, notice will be delivered to Emerald in accordance with policy provisions.

11. **Limitation of Liability:** Under no circumstances shall Emerald or Facility, or any of their respective affiliates or directors, officers, employees, shareholders, agents or representatives, be liable for any lost profits or any indirect or consequential damages, including, but not limited to, incidental, special, or punitive damages whatsoever, whether or not such damages were reasonably foreseeable or whether or not a party has been advised of the possibility thereof. In no event shall Emerald's maximum liability to Sponsor, under any circumstance, and regardless of the form of action, exceed the amount actually paid to Emerald by Sponsor for Sponsor's sponsorship at the Event. This section shall survive any termination of this Agreement.

12. **Compliance with Laws; Taxes and Licenses:** Sponsor agrees to abide by and observe all applicable federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Facility (including any union labor work rules). Sponsor shall be solely responsible for obtaining all licenses, permits or approvals under federal, state or local laws applicable to its activities at the Event. Sponsor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with Sponsor's activities at the Event. If advised by Emerald to ship merchandise to a specific location, Sponsor will do so and will not permit the delivery of merchandise to the Facility.

13. **Licenses; Communications:** Sponsor grants to Emerald a fully paid, perpetual, non-exclusive license to use, display and reproduce the name, trade names, product names, and other proprietary property of Sponsor to fulfill Emerald's obligations pursuant to this Agreement and in any directory (print, electronic or other media) listing Sponsors at the Event, and to use those items in Emerald's promotional materials. Emerald shall not be liable for any errors in any listings or descriptions or for omitting Sponsor from any directory or other lists or materials. Emerald may also take photographs of Sponsor's sponsorship content and use those photographs for any promotional purpose connected to the Event. Sponsor understands and agrees that representatives from various media may visit the Event and photograph, videotape or otherwise record portions of the Event and include any part or all of the same in any broadcast without the express consent of, or liability to, Sponsor. By entering into this Agreement and providing contact information, including a telephone number, Sponsor and its affiliates explicitly consent to being contacted by or on behalf of Emerald for any purposes, including but not limited to, sales, marketing, promotional offers, and customer care, and by any means, including autodialed calls, regardless whether the phone number appears on the National Do-Not-Call Registry (or state equivalent). Sponsor consent is not required to purchase any goods or services from Emerald.

14. **Character of Displays; Use of Aisles and Common Areas:** Distribution of samples, printed matter of any kind, and any promotional material is restricted to Sponsor's sponsored area. Strolling entertainment or moving advertisements outside of Sponsor's sponsored area are prohibited. Sponsor shall display sponsorship content in a tasteful manner. The Event aisles, passageways and overhead spaces remain strictly under the control of Emerald and no signs, decorations, banners, advertising material or special exhibits will be permitted in such areas except by written permission of Emerald. Balloons and stickers are prohibited in the Facility; handouts with gummed backing that adhere or cause adhesion are considered stickers.

15. **Outside Exhibits/Hospitality Suites:** Sponsor is prohibited, without Emerald's prior written approval, from displaying products or services, and/or other advertising material or sponsorship content, in areas outside its sponsorship area such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc. Sponsor is also prohibited from conducting unauthorized facility tours. Sponsor shall not operate hospitality suites during hours in which the Event is open or when any Emerald-sponsored activities are being held. Sponsor is prohibited from hosting hospitality functions during official Event hours. All requests for a hospitality suite or public function space must be made through Emerald.

16. **Freight Shipment:** Sponsor should use the shipping labels provided by Emerald for the Event to ensure proper shipment and identification of freight to the Event.

17. **Governing Law:** This Agreement is governed by and construed in accordance with the laws of the State of New York as applied to contracts entered into and to be performed within New York. Sponsor hereby submits to the jurisdiction of the federal and state courts located in New York County, NY, which shall constitute the exclusive venue for the resolution of any and all disputes involving the parties or arising out of, connected with or related to this Agreement or the breach of any provision of this Agreement. Sponsor waives all objections to venue in the New York courts and all inconvenient forum objections, and any right to assert lack of personal jurisdiction. This section shall survive any termination of this Agreement.

18. **Miscellaneous:** This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties. Emerald and Sponsor are independent contractors with respect to one another under the terms of this Agreement. Neither party shall have the authority to legally bind the other party to any contract, proposal, or commitment or to incur any debt or create any liability on behalf of the other. Sponsor shall not assign or otherwise transfer this Agreement or any right or obligation hereunder to any other party without the prior written consent of Emerald; any attempted assignment in violation of this provision is null and void. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of Emerald and a signed waiver shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of Emerald to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. Failure or delay by Emerald to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement represents the entire agreement between Emerald and Sponsor relating to the subject matter hereof and supersedes any prior written or oral understandings, agreements or representations by or between Emerald and Sponsor relating to the subject matter hereof. Any amendment to this Agreement must be in writing and signed by an authorized representative of Emerald. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, consistent with the intent of the parties as of the Effective Date. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. Sponsor represents and warrants that the party executing this Agreement on behalf of Sponsor is duly authorized to act on behalf of Sponsor and to execute this Agreement and legally bind Sponsor to the terms contained herein. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, scanned copies or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The parties intend this statement of their agreement to constitute the final, complete, exclusive and fully integrated statement of the parties' agreement. This section shall survive any termination of this Agreement.

19. **Disputes:** Any and all disputes or claims arising out of or relating in any way to this Agreement, any Event, and/or any services provided or representations made by Emerald will be resolved in binding arbitration, rather than in court. This includes any disputes or claims concerning any prior event or agreement between the same parties or affiliated parties. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court and must follow and enforce the Agreement and these Terms and Conditions as a court would. Arbitrations will be conducted by the American Arbitration Association (AAA) pursuant to its Commercial Arbitration Rules, which are available at www.adr.org. If Sponsor commences an arbitration, Sponsor will be responsible for filing fees and arbitrators' fees as set forth in the AAA rules. To commence an arbitration, Sponsor must send written notice to Emerald attn: Legal Department, 31910 Del Obispo, Suite 200, San Juan Capistrano, CA 92675, and to the AAA, fully describing any and all claims. If Emerald commences arbitration against Sponsor, Emerald will be responsible for filing fees and may provide written notice to Sponsor at any physical or email address Sponsor provided in connection with this Agreement. If an in-person hearing is required by the AAA rules or the arbitrator, the hearing will take place in New York County, NY, except as otherwise agreed by the parties or ordered by the arbitrator. An arbitration award may be enforced by any court with competent jurisdiction. Any and all proceedings to resolve claims or disputes will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration the parties waive any right to a jury trial. This section shall survive any termination of this Agreement.