

ACLP EXHIBITOR CONTRACT

CHILD LIFE ANNUAL CONFERENCE • May 26 -29, 2022 • Gaylord National Harbor Resort • MD

Contract For Exhibit Space

ASSOCIATION OF CHILD LIFE PROFESSIONALS, INC. (ACLP), 7600 Leesburg Pike, SUITE 200 West, Falls Church, VA 22043 IS AUTHORIZED TO RESERVE EXHIBIT SPACE AT THE 2022 ANNUAL CONFERENCE IN National Harbor, MD.

All space reservations are made on a first-paid, first-served basis, subject to ACLP's rights set forth below. **Cancellations must be made in writing and will be honored with a refund minus a \$150 processing fee if the booth is re-sold. If the booth is not resold, a refund minus \$500 will be issued.** In the event ACLP cancels or alters the 2022 Annual Conference due to a *force majeure* event or circumstance, such as, but not limited to, an act of God, war or threat of war, fire, strike, terrorist activity, termination of the exhibit space by the hotel or venue, curtailment of transportation facilities, disease, influenza, or other circumstances beyond the reasonable control of ACLP, ACLP has the right to terminate this agreement without liability and shall have the right to retain all payments made prior to the termination of the Agreement.

LOCATION

Exhibits will be located in the Exhibit Hall at the Gaylord National Harbor Resort in National Harbor, MD.

EXPOSITION SERVICES

Expo Services will be provided by Freeman. Additional information will follow.

EXHIBIT SPACE

Each booth will be 10' x 10', and will include one 6' draped table, two chairs, wastebasket, side and back rails, and an identification sign as well as one virtual booth (additional information to follow).

SET-UP AND DISMANTLE

Exhibit set-up will be on Thursday, May 26, (1pm – 4pm; schedule subject to change). Dismantling will be after the close of the exhibit hall on Saturday, May 28. Early dismantling is not permitted.

EXHIBITOR AGREES THAT:

- All provisions listed above shall be part of this contract.
- Assignment of space shall be determined by earliest reservation through online application, contract and payment. ACLP will have sole discretion as to the placement of exhibitor space.
- Association of Child Life Professionals reserves the right to reject applications for space and to terminate any exhibitor contracts with or without cause, in its sole discretion. Exhibitors must also comply with all rules and regulations of Gaylord National Harbor Resort. ACLP shall have full power to interpret, amend, and enforce these rules and regulations, which may include removal from the Conference, provided any applicable amendments, when made, are brought to the notice of Exhibitors.
- Upon acceptance of this agreement by ACLP, it shall be a legally binding agreement between the exhibitor and ACLP, subject to ACLP's termination rights set forth above.
- ACLP reserves the right to rearrange exhibitors or adjust the floor plan to accommodate the best interests of ACLP. In addition, if a significant change in booth location needs to be made prior to the conference, the change will be discussed with the exhibitor. Should any portion of an exhibit that obstructs the view, interferes with the privileges of other exhibitors, extends beyond the designated booth space or for any reason becomes objectionable, it must be immediately modified or removed by the Exhibitor at ACLP's request. ACLP reserves the right to inspect the quality of the appearance of each booth prior to show opening.
- Each booth includes two exhibit hall-only conference registrations for individuals to man the booth. Exhibitor participants interested in attending educational sessions must register and pay separately online.
- Exhibitors assume all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. All booth materials and decorations must be flameproof. No combustible, hazardous, or other dangerous material will be stored in or around exhibit booths. Public address, sound-producing or amplification devices that project sound must be kept at a conversational level and must not interfere with other exhibitors.
- Shipping instructions will be sent to exhibitors with confirmation of their contract acceptance and booth assignment. ACLP shall not be responsible for any shipments by exhibitors.
- Exhibits must be staffed during all open exhibit hall hours.
- No printed materials are to be posted outside the exhibitor's assigned space. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions. All demonstrations or other promotional activities must be confined to the limits of the exhibit space.
- The subletting, assignment, or apportionment of the whole or any part of the exhibitor's space is prohibited. Space not occupied by the time designated will be forfeited by exhibitors and their space may be resold, reassigned or used by ACLP without refund.
- All exhibits will be operated in a way that will not detract from other exhibits, the exhibition, or the Conference as a whole. ACLP reserves the right to request the immediate withdrawal of any exhibit that ACLP believes in its sole discretion to be injurious to the purpose of ACLP. If an exhibitor is asked to remove an exhibit, or part thereof, and fails to do so promptly, ACLP may remove the exhibit or part thereof, at exhibitor's sole expense. ACLP will not be liable for any damage to any party for the removal, whether in whole or in part, or prohibition of the exhibit deemed unsuitable to the character or purpose of the exhibition.
- Exhibitors must maintain general commercial liability insurance covering personal injury and property damage, in an amount of at least \$1 million, with ACLP added as an additional insured. The cost of insurance for an individual exhibit space will be borne by the exhibitor. Certificates of insurance evidencing such coverage must be provided to ACLP upon request. Exhibitor will immediately notify ACLP in the event of any changes to insurance coverage required under this Agreement.
- While ACLP will provide an overnight guard on the nights of Thursday, May 26, and Friday, May 27, 2022, ACLP makes no warranty, expressed or implied, that security measures will avert or prevent occurrences that may result in loss or damage. The safekeeping of the exhibitor's property shall remain the sole responsibility of the exhibitor; ACLP shall have no liability or responsibility for personal injury or property damage.

- ACLP will not be liable for personal injury or loss or damage to the property of Exhibitors or their representatives or employees from theft, fire, accident or other causes. ACLP will not be liable for injury to Exhibitors or their employees or attendees or for damage to property in their custody, owned or controlled by them, which claims for damages, losses, or injury, may be incident to or arise from, or be in any way connected with their exhibit, the Conference or otherwise. Exhibitor shall indemnify, defend and hold ACLP and its directors, officers, employees, volunteers and representatives, harmless against any and all claims, damages, losses, liabilities, costs and expenses (including, without limitation, attorneys' fees) caused by the exhibitor or his or her agents, representatives, employees, or contractors, including, without limitation, caused by breach of this contract, negligence or misconduct. In addition, the exhibitor shall be fully responsible to pay for any and all damages to property owned by Gaylord National Harbor Resort, its owners or managers, which results from any act or omission of exhibitor or its employees or contractors. Exhibitor agrees to defend, indemnify and hold harmless Gaylord National Harbor Resort, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from exhibitor's use of the property. Exhibitor's liability shall include all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the exhibitor, its agents, employees, and business invitees which arise from or out of the exhibitor's occupancy and use of the exhibition premises, the Hotel or any part thereof.
- Products/Services may only be sold within the exhibit hall during the specified hours. Sales permits and tax considerations are the responsibility of the exhibitor. Non-exhibiting suppliers are prohibited from selling or marketing products or services or distributing items.
- Vendors must notify ACLP of any event they wish to hold in conjunction with the annual conference. Events must be approved in advance by ACLP and may not conflict with a scheduled ACLP conference event.
- Vendors must notify ACLP of any audio or video recordings (and the intended use of such recordings) of conference attendees that will take place at their booth. ACLP reserves the right to record the conference events, including Exhibitors, as determined in the sole discretion of ACLP.
- Violation of any of the terms of this Agreement by the exhibitor or his or her employees or agents shall at the option of ACLP forfeit the exhibitor's right to occupy space and such exhibitor shall forfeit to ACLP all monies paid or due. Upon evidence of violation, ACLP may take possession of the space occupied by the exhibitor, and may remove all persons and goods at the exhibitor's risk. The exhibitor shall pay all expenses and damages that ACLP may incur thereby.
- This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all previous Agreements and proposals. This Agreement shall be interpreted and construed by the laws of the State of Virginia (excluding the choice of laws rules thereof) and the parties agree that any suit arising out of breach of the Agreement must be brought in the State of Virginia and jurisdiction over the matter and the parties and venue properly lies in the State of Virginia.
- Your signature on the Exhibitor's Application binds you, your company, and its agents to this contract.

NAME & TITLE (PLEASE PRINT)

ORGANIZATION

SIGNATURE