

# 2010 EXHIBIT CONTRACT TERMS & REGULATIONS

## CUNA GOVERNMENTAL AFFAIRS CONFERENCE

### EXPOSITION SPONSORSHIP AND MANAGEMENT

This Exposition is produced by and is the property of Credit Union National Association, Inc., hereafter referred to as CUNA. CUNA will provide Exhibition management and attendance promotion.

### CONTRACT FOR SPACE

The application for booths, upon acceptance by CUNA, assignment of space, the full payment of rental fees, and these Contract Terms and Regulations constitute a contract for rental of the space assigned. Any exhibiting organization ("Exhibitor") failing to occupy space is not relieved of the obligation to pay the full rental price for such rental and Exhibitor understands that no rental fees will be returned to the Exhibitor. This contract will not be binding upon CUNA in the event of strikes or other circumstances that make it inadvisable, illegal or impossible to provide the facilities or to hold the event.

### GENERAL

CUNA reserves the right to determine the eligibility of any Exhibitor or Exhibitor Representative. It is understood that CUNA endeavors to arrange for a representative group of Exhibitors that will provide cross-sectional appeal to the varied interests of all segments of its membership and that are consistent with the policies and philosophies of the credit union system and CUNA. Accordingly, CUNA reserves the right to deny space to Exhibitors whose products or services are inconsistent with CUNA's policies and philosophies or to Exhibitor Representatives who discuss issues or introduce ideas or products that, in CUNA's sole determination, could have a negative impact on the credit union marketplace or structure (e.g. credit union to bank conversion products and services). CUNA shall have the right to require Exhibitor to furnish a catalog or description listing all of the products or services which Exhibitor intends to display at the Exposition. The Exhibits Manager reserves sole control over admission policies.

These Contract Terms and Regulations are established for the mutual protection of CUNA and the Exhibitor. The Exhibits Manager reserves

the right to make changes in the time schedule or in the general plan of the Exposition as may be deemed to be in the best interest of CUNA, the Exhibitors, or the Exposition generally. All matters not specifically covered by these terms and regulations shall be subject to the decision and amendment of the Exhibits Manager. All terms of this contract will be enforced by CUNA through the Exhibits Manager or other CUNA staff.

CUNA has the right to move any booth to a different location at any time as CUNA determines necessary. Exhibitor acknowledges and agrees that CUNA may offer confirmed Exhibitors the opportunity to sponsor or co-sponsor particular food, beverage, special items, and events. In such cases, participating Exhibitors may be required to sign a separate agreement pertaining to such sponsorship.

### CANCELLATION POLICY

A \$500 non-refundable payment will be retained per booth on cancellations for the Government Affairs Conference received in writing prior to January 18, 2010. No refund of Exhibit space will be made after January 18, 2010

### EXHIBITOR REGISTRATION AND REPRESENTATIVES

For each booth rental, two (2) Exhibitor Representatives will receive complimentary registrations and be permitted to attend all show functions. Additional Exhibitor Representatives will be required to pay a fee of \$550 each to attend all educational sessions and social functions. CUNA reserves the right to limit the number of Exhibitor Representatives registered for each booth space rented and to deny Exhibitor Representatives who, in CUNA's sole discretion, are using their presence at the meeting or the Exposition to discuss or represent products or services that are inconsistent with CUNA's policies and philosophies. A maximum of four (4) Exhibitors Representatives may be present in any booth at one time. All Exhibitors Representatives must be directly employed by the Exhibitor and may be required to show evidence of employment at the time of registration. Exhibitor agrees not to allow individuals not directly employed by the Exhibitor to purchase or act as an Exhibitor Representative in the Exhibitor's booth.



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### ADDITIONAL EXHIBIT BOOTH PERSONNEL REFUND POLICY

Should any additional Exhibitor Representatives cancel for GAC prior to January 18, 2010, Exhibitor will be assessed a \$75 administrative fee. Should any additional Exhibitor Representatives cancel on or after the above dates respectively no refund will be given.

### EXHIBITOR'S OFFICIAL REPRESENTATIVE

Each Exhibitor must name one person to be its official representative with authorization to enter into such service contracts necessary for the installation and removal of Exhibits and the provision of services as necessary. One person must be in the Exhibit booth during all hours when the Exposition is open to attendees.

### CONDUCT/RESTRICTIONS

**CUNA reserves the right to restrict Exhibitor activities and Exhibits** which, because of content, behavior, noise, odors, method of operations, or any other reason, become objectionable or otherwise detract from, or are out of the character of the Exposition as a whole. This reservation includes persons, things, conduct, or printed material.

Without limiting the foregoing, Exhibitors agree to abide by the following specific restrictions:

- 1** Exhibits must be confined to the exact space allocated.
- 2** Circulars, publications, advertising matter, and all kinds of promotional giveaways may be distributed only within assigned booth spaces.
- 3** Nothing shall be posted on, tacked, nailed, screwed, or otherwise attached to columns, walls, floors or other parts of the building or furniture. Signs, rails, etc., will not be permitted to intrude into or over aisles.
- 4** No gummed surface or pressure-sensitive labels, self-adhesive stickers/labels, or advertising stickers will be permitted.
- 5** Exhibitor is expected to respect CUNA as the sponsor of this conference and exposition and agrees that its display will not contain any reference to its endorsements, sponsorships, or other relationships with associations or organizations that represent interests hostile to or competing with CUNA or credit unions.
- 6** Exhibitors who use models or mannequins in costume must be sure their appearance and manner do not offend even the most critical. The Exhibits Manager will be the final arbiter on questions in this area.
- 7** Prize drawings are permitted at Exhibitor's booth, but may not be announced from the booth or held in rooms or suites.
- 8** The Exhibitor shall not conduct outside activities which would take qualified attendees from the official functions of the conference during scheduled hours.
- 9** Hospitality suites may not be open during show hours.
- 10** Food products or beverages are not to be distributed in any Exhibitor's booth unless the detailed plans and arrangements for such distribution have received prior written approval from the Exhibits Manager.
- 11** Exhibitor agrees to treat all conference attendees with courtesy and not to discriminate against any person for any reason. Exposition management reserves the right to remove any Exhibit whose personnel discriminate against any persons in any manner.
- 12** Exhibitor shall secure any and all necessary licenses for any (a) performances, displays, or other uses of copyrighted works or patented inventions and (b) use of any name, likeness, signature, voice or other impression, or other intellectual property used directly or indirectly by Exhibitor.
- 13** Exhibitor shall comply with all applicable laws related to contests, giveaways, drawings or games operated or offered directly or indirectly by Exhibitor during the Exposition.
- 14** Exhibitors are not authorized to use or reproduce any CUNA logo in or on its booth, website, fliers or other materials without prior written approval from CUNA.



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### SOLICITATION

The aisles and other spaces in the Exposition not leased to Exhibitors shall be under the control of CUNA. All displays, conferences, distribution of literature, or any other type of activity shall be conducted inside the booth space assigned. Exhibitors may not make door drops of fliers or other materials without prior written consent from CUNA. Standing in aisles, or in front of any Exhibit booth for advertising purposes, is strictly prohibited. Persons connected with non-exhibiting concerns are prohibited from any dealing, exhibiting, or soliciting within the Exposition, conference facilities, or hospitality suites. Exhibitors are urged to immediately report any violations of this rule to the Exhibits Manager or a member of CUNA staff.

### EXHIBIT ARRANGEMENTS

- 1** Shipping – Exhibitor agrees to ship, at its own expense and risk, all property to be exhibited. Upon receipt of the signed booth application and contract, information regarding freight handling, shipping, etc., will be available online from the Official Service Contractor named in the official service kit.
- 2** GAC Official Service Contractors:  
Hargrove  
Number One Hargrove Drive  
Latham, MD 20706  
Account Manager: Kate Ginman  
301-306-4614  
kginman@hargroveinc.com
- 3** Installation/Dismantling – GAC Exhibit setup may begin at 8:00 a.m. on Sunday, February 21, 2010. All Exhibits must be completed and in place by 4:00 p.m. on Sunday, February 21, 2010. The Exhibits Manager reserves the right, should any rented space remain unoccupied at 4:00 p.m. on Sunday, February 21, 2010, to rent or occupy said space. This clause shall not be construed as affecting the obligation of Exhibitor to pay the full amount of the rental for space provided. All Exhibits must remain intact until 6:00 p.m. on Tuesday, February 23, 2010. No goods can be packed or removed before that time. **Any Exhibitor who does so prior to the official end of show will be subject to a \$500 penalty.**
- 4** Booth Apparatus – Standard booth backgrounds and side rails will be provided without charge. NOTE: YOU MUST USE THE DRAPERY FURNISHED BY THE OFFICIAL SERVICE CONTRACTOR. Pedestals,

tables, racks, shelves, risers, and similar display equipment may not exceed 48 inches in height when positioned more than half the distance from the back wall of the booth. When not provided, CUNA requires the Exhibitor to rent or bring carpet or flooring for its Exhibit booth. Freestanding units, including those intended to be the focal point of an Exhibit, are subject to the same rule. Exhibit structures may not exceed 8 feet in height. Additionally, Island booths (of 4 or more booths) may not exceed 16 feet in height.

### SECURITY

CUNA shall provide security service on a 24-hour basis for the duration of the Exposition. Exhibitors desiring special security precautions should arrange for private guard service at their own expense.

### FIREPROOFING AND SAFETY

All decorations, drapes, signs, banners, acoustical materials, plastic cloths, or any other similar materials generally considered to be easily ignited, shall be flame retardant to the satisfaction of the Fire Marshall. Compliance with all safety, health, and fire ordinances is required. Aisles and exits shall be kept clean, clear, and free of obstruction. Literature on display shall be limited to reasonable quantities. Reserve supplies shall be kept in closed containers and stored in a neat and compact manner.

### SOUND LEVELS

All sound and other noises must be kept at sufficiently low levels so as not to disturb other Exhibitors. Public address systems, radio broadcasts, and other devices used only to attract attention by sound are prohibited. The Exhibits Manager reserves the right to turn off the electricity supply of any Exhibitor who violates this rule.

### SHARING AND SUBLETTING

No two companies of different ownership can share a single booth. Exhibitor agrees not to assign or sublet the whole or any portion of the rented space covered by this contract, or represent, advertise or distribute literature for the products and services of any other firm or individual.



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### TERMINATION OF EXHIBIT

If the premises where the Exposition is to be housed are destroyed or damaged, or the Exposition fails to take place as scheduled, is relocated or interrupted and discontinued, or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, emergency declared by any government agency, or for any other reason, this contract may be terminated by CUNA at any time. In the event of such termination, the Exhibitor waives any and all damages and claims for damages and agrees that the sole liability for CUNA shall be to return to each Exhibitor the Exhibitor's booth rental payment.

### LIABILITY AND INSURANCE

Exhibitor agrees to protect, save, and keep CUNA and the owner or lessor of the Exposition premises forever harmless from any damage or charges imposed for violation of any law or ordinance, whether occasioned by the negligence of the Exhibitor and its agents, representatives and employees of, as well as to strictly comply with the applicable terms and conditions contained in the agreement between the owner or lessor of the Exposition premises and CUNA regarding the Exposition premises. And further, Exhibitor shall at all times protect, indemnify, save, and keep harmless the owner or lessor of the Exposition premises against and from any and all loss, cost, damage, liability, or expense arising from or out of or by reason of any accident or other occurrence to anyone, including the Exhibitor, its agents, representatives, employees, and business entities, which arise from or out of or by reason of said Exhibitor's occupancy and use of the Exposition premises or a part thereof. CUNA will exercise reasonable care for the protection of Exhibitor's materials and displays. However, the Exhibitor, expressly releases CUNA and the owner or lessor of the Exposition premises from, and agrees to indemnify same against any and all claims for such loss, damage, or injury. Exhibitors desiring to carry insurance on their Exhibits will place it at their own expense.

### ARBITRATION CLAUSE

Any controversy or claim arising out of or relating to this contract, or the breach hereof, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction. CUNA's liability, if any, for termination of rights as a result of breach by Exhibitor shall be limited to the space rental fee paid to CUNA by the Exhibitor. In no event shall CUNA be responsible for consequential damages.

### RESPONSIBILITY AND COMPLIANCE

It is the responsibility of the Exhibitor to be fully familiar with these Contract Terms and Regulations and to see that each Exhibitor Representative of the Exhibitor attending the conference, either as Exhibit personnel or registrant, or both, is familiar with these Contract Terms and Regulations. The Exhibits Manager has full power of interpretation and enforcement of these Contract Terms and Regulations and to amend them at any time. All matters in question or not covered by these Contract Terms and Regulations are subject to the decision of the Exhibits Manager and shall be binding on all parties affected by them. **CUNA reserves the right to penalize Exhibitors for failure to comply with CUNA's application process or Contract Terms and Regulations, including the immediate and future loss of Exhibitor's exhibiting privileges without refund or liability to Exhibitor.** CUNA's waiver of or failure to exercise any right provided for in the application process or these Contract Terms and Regulations shall not be deemed a waiver of any further or future rights hereunder.