

## **PLEASE READ CAREFULLY - TERMS AND CONDITIONS**

This is a binding agreement and contract between Prospanica and your company signing this agreement, Exhibitor agrees to abide to all Terms and Conditions and Rules and Regulations.

### **CANCELLATIONS AND REFUNDS:**

**GENERAL PRODUCTS/SERVICES (non-Conference related):** The agreement shall commence on date of signing by Exhibitor. In the event of a cancellation for services rendered, 100% of the total commitment will be collected. If services have not been rendered, a 25% cancellation fee will be collected.

### **CONFERENCE PAYMENT TERMS:**

Early bird promotional offers must be paid by terms outlined in the corresponding invoice. For promotional offers not paid by due date, the invoice and amount due will default to regular pricing. Invoices issued after 4/1/2021 will have payment terms of net 30. If your organization has a past due invoice with Prospanica by 9/24/2021, a 25% late fee will be applied to the total balance due.

### **CONFERENCE CANCELLATIONS AND REFUNDS:**

The agreement shall commence on signature date by Exhibitor. If cancellation occurs, the parties agree to the terms outlined below within the applicable cancellation periods:

- a. Prior to 1/31/2021: 25% of total invoice(s) is non-refundable or due if invoice(s) is unpaid.
- b. Between 2/01/2021 - 7/31/2021: 50% of total invoice(s) is non-refundable or due if invoice(s) is unpaid.
- c. After 8/01/2021: 100% of total invoice(s) is non-refundable or due if unpaid.

Prospanica shall have the right to withhold the cancellation fee from any refund due. For the avoidance of doubt, any cancellation by Exhibitor as a result of the conversion of its in-person package or sponsorship to a virtual package or sponsorship shall be a cancellation for purposes hereof and the cancellation fees shall be due and payable as set forth herein.

### **PROSPANICA MODIFICATION OF CONFERENCE FORMAT:**

If Prospanica determines, in its sole discretion, that the in-person event cannot be held as planned due to reasons of force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, governmental regulation or advisory, pandemics, epidemics, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies or similar infectious diseases, curtailment of transportation facilities, strikes, labor stoppages or slowdowns, or other occurrences beyond the control of Prospanica, Prospanica may, at its election, exchange the Exhibitor in-person package or sponsorship purchased by Exhibitor for the equivalent virtual exhibitor package or sponsorship. For the avoidance of doubt, any determination by Prospanica to conduct all or a portion of the event virtually shall not be deemed a cancellation of the event by Prospanica, and Prospanica shall have the right to modify the format of event in its reasonable discretion.

### **EXHIBITOR INABILITY TO ATTEND IN-PERSON PORTION OF CONFERENCE:**

If Exhibitor implements a company-wide travel ban that prohibits travel by Exhibitor representatives to the city where the event is being held over the dates of the event, the Exhibitor may, by written notice to Prospanica, exchange its in-person exhibitor package or sponsorship to the equivalent virtual exhibitor package or sponsorship. Exhibitor will have the option to exchange its virtual package or sponsorship to an in-person package or sponsorship and vice versa by delivering written notice to Prospanica on or before 6/30/2021. Exhibitor shall not have the ability to exchange its in-person exhibitor package or sponsorship for the virtual exhibitor package or sponsorship after 6/30/2021, regardless of whether or not Exhibitor or its affiliates have implemented a travel ban.

### **EXCHANGE OF IN-PERSON PACKAGE OR SPONSORSHIPS ABOVE CHAMPION LEVEL**

If Exhibitor purchased an in-person package or sponsorship above the Champion level and such package or sponsorship is to be exchanged for a virtual exhibitor package or sponsorship, such package or sponsorship will be exchanged for the Virtual Champion package and Exhibitor will receive a credit for the amount actually paid by it for its in-person package or sponsorship that is in excess of the cost of the Virtual Champion package, which credit may be utilized towards the purchase of additional services/products from Prospanica. If any such credit is not utilized by Exhibitor on or before December 31, 2021, such unused portion of the credit shall be forfeited.

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# 2" \$# 97@7D3> DG>7E 3@6 D79G>3F;A @E

Prospanica and its authorized representatives are referred to as "Show Management." The company executing a counterpart of the agreement to which these Rules and Regulations is referred to as the "Exhibitor"

## 1. USE OF SPACE AND ASSIGNMENT OF LOCATION:

The exhibitors comprising part of the exhibition for the Expo are designed to provide a showcase for employment opportunities, goods and services either specifically designed for or customarily used by the Hispanic population and other diverse cultures. Prospanica reserves the right to refuse rental of display space to any company whose display of goods or services is not, in the sole discretion of Prospanica, likely to be compatible with the general character and objectives of the exposition.

Whenever possible, space assignments will be made by Prospanica in keeping with the preferences as to location requested by the Exhibitor. Prospanica, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXPOSITION.

## 2. USE OF SPACE, SUBLETTING OF SPACE:

Exhibitor shall not assign, sublet, or share the space allotted with another business or firm unless approval has been obtained in writing from Prospanica. Exhibitor is not permitted to feature names or advertisement of non-exhibiting manufacturers, distributors or agents in the Exhibitor's display, other than the Exhibitor's parent or subsidiaries.

Prospanica shall not be a party to any authorized sublease of space by Exhibitor to another firm. Sub lessors of space shall coordinate all activity with approved sub lessee, including, without limitation, receiving space assignment, submitting program listings, and accessing the online Exhibitor Manual. Exhibitor is advised to contact its cooperative exhibit organizers directly for all information. Exhibitor must show only goods manufactured or dealt in by it in the ordinary course of business. Should an article of non-exhibiting firm be required for operation or demonstration in Exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the ordinary course of business. No firm or organization not assigned exhibit space may solicit business within the Exhibit Areas.

## 3. EXHIBITORS AUTHORIZED REPRESENTATIVE:

Exhibitor must name one person to be its/his/her representative in connection with installation, operation and removal of the Exhibitor's exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the Exhibitor shall be responsible.

Exhibitor shall assume responsibility for such representative being present throughout all exposition periods; and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times.

## 4. FIRE, SAFETY AND HEALTH:

The Exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. No flammable decorations such as crepe paper, tissue paper, cardboard or corrugated paper shall be used at any time. All packing containers, excelsior and wrapping paper must be flame proof and are to be removed from the floor. This material is NOT to be stored under tables or behind displays. All muslin, velvet, silken or other cloth decorations must stand a flame proof test as prescribed by fire ordinances. All materials and fluids which are flammable are to be kept in safety containers.

## 5. ARRANGEMENT OF EXHIBITS:

Prospanica will provide each 10' x 10' exhibit booth with an 8' high back wall of draperies supported by aluminum uprights and stanchions, a 33" high draped division rails, and one 7" by 44" sign showing the exhibiting company name and booth number. The booth will be furnished with a 6' skirted table, two side chairs and a wastebasket. The exhibit area will not be carpeted. However, the aisles will be carpeted to coordinate with show colors. Additional booth furnishing, shipping, etc. are not provided as part of the exhibit space rental. These services can be obtained at the expense of the Exhibitor from Prospanica's official exposition contractors listed in the Exhibitor Services Manual.

## 6. DISPLAY — RULES AND REGULATIONS:

Exhibitor will be provided an Official Exhibitor Service & Information Kit. The Exhibitor will be provided an official Exhibitor Service & Information Kit. The Exhibitor Service & Information Kit describes the type and arrangement of exhibit space and the standard equipment provided by Prospanica. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Services Manual. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Service & Information Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition. Exhibitor Plan Review –First time exhibitors must submit booth construction plans and layout arrangements for peninsula or island booths, or for exhibits involving other unusual construction features, at least sixty (60) days prior to the opening of the exposition. The rules and regulations are based on the physical characteristics of the hall, the wish to be equally fair to all exhibitors, and the safety of all concerned. If Exhibitor has special needs which require variance from these guidelines, Exhibitor must submit a written request to the Show Management for approval at least 60 days prior to the conference. Any questions concerning the regulations should be directed to Prospanica's E-Zow Management reserves the right to require Exhibitor to alter the exhibit before the show or on site. Necessary changes are to be made at the Exhibitor's expense and are subject to the approval of Show Management.

## 7. OPERATION OF DISPLAYS:

Exhibits which include the operation of musical instruments, radios, sound projection equipment, public address systems or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked, all as determined in Prospanica's sole discretion. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens. All demonstrations or other

SUFH[V]e gef TWLb' X' W fa fZW L [fe aX fZW 7] Z[[ fadje dVfW cbSUW 6[efcTgf]a' aXcirculars may be made only within the space assigned to the Exhibitor. No advertising circulars, catalogs, folders, or devices shall be distributed by Exhibitor in the aisles, meeting da\_ d dV[efc]f'a' SdVb' ag' YVb' Ydag' Ve ad afZVd XSUf[V]e @a Xd\_ ad adV'S [lSf]a' af assigned space in the exhibit will be permitted to solicit business within the exhibit area, nor in any public spaces controlled by the Prospanica during this conference. Exhibitor must UbbWfZVWV[efcTgf]a' aXeS\_ bVb' aX'S k ][ V i ZW VbVd egLZ SUf]a' T' aUj eFZVbX[V]b' efSX\_ W\_ TVb' adV[dV]f'ad of any of the same are responsible for the safety of the property of fZW7] Z[[ fadXb\_ fZVb' VS\_ SYWTK XdV SUU[V]f' hS' VS' f\_ ad afZVd USgeVb' FZW7] Z[[ fadexressly waives and releases any claim or demand it/he/she may have against any of them because of any damage to or loss of any property of Exhibitor.

The Exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability Insurance and 5a' fcdSf'gS' >[ST]f'f'k : egcd' UW [ egd' Y S' V cbVdXUS'k dVbVd' Y fa Ua' fcdSf'gS' >[ST]f'f'k eW'forth in an amount not less than that \$250,000 Combined Single Limit for personal injury and property damage no later than 30 days prior to the commencement of the conferenceZ 7] Z[[ fad eZS' b'bah[V]WEZai ? S SYW Wf i [FZ S Labk aXfZVWUWf[X]USf'VaX' egcd' UWba' f'k addVbVd' i Z[LZ dVWVf'egLZ UahVb'SYWS' V i Z[LZ ' S\_ Vb' Bcb'S [LUSeS' SVVf]f'a' S'f' egdVWz

## 8. INDEMNIFICATION:

Exhibitor agrees that it will defend, indemnify and hold and save Show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor, or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the premises leased hereunder. Such [ VV\_ [X]USf]a' aX EZai ? S SYW Wf Tk fZW 7] Z[[ fad eZS' TW VbVdVf]hWg' Vb' egLZ VS\_ SYWor injury resulting solely from the negligence, gross negligence or willful misconduct of Show Management. Exhibitor covenants and agrees that in case Show Management shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Show Management by virtue of any litigation. Notwithstanding the foregoing, Exhibitor's liability Xad [ VV\_ [X]USf]a' bgcdgS' f fa fZ[e bScYdSb' eZS' TW\_ [fW [ ' fafS'S V [ fZW SYydWSPfwa S\_ ag' fequal to \$250,000.

## 9. PROPERTY DAMAGE:

Neither Show Management nor Exhibitor shall be responsible for any loss aX or damage to any property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable casualty, and Show Management and Exhibitor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. Accordingly, it shall be the responsibility of Show Management and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

## 10. LABOR:

Exhibitor shall comply with all contracts in effect between Show Management, service contractors, hall and the labor organizations involved. In addition thereto, Exhibitor must comply with the labor requirements of the Orange County Convention Center.

## 11. CARE OF BUILDING AND EQUIPMENT:

Exhibitor or its agents shall not injure or deface any part of the exhibit building, the booths, or booth contents or show equipment and decor. When such damage appears, the Exhibitor is liable to the owner of the property so damaged.

## 12. SALES TAX STATUS:

Exhibitor is responsible for registration with the state sales tax authority and collection and payment of any applicable sales taxes for any goods sold by Exhibitor. Non-compliance may result in immediate shutdown of your booth by local authorities.

## OTHER REGULATIONS

Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management. THE SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED THAT EXHIBITOR SHALL BE PROVIDED WITH WRITTEN NOTICE OF ANY PROPOSED AMENDMENT, AND SHALL HAVE A PERIOD OF TEN (10) BUSINESS DAYS FROM RECEIPT OF SUCH NOTICE TO CANCEL EXHIBITOR'S REGISTRATION. IN THE EVENT EXHIBITOR CANCELS ITS REGISTRATION PURSUANT TO THIS PARAGRAPH, EXHIBITOR SHALL BE ENTITLED TO A FULL REFUND OF ANY PAYMENTS MADE. EXHIBITOR, FOR ITSELF/HIMSELF/HERSELF AND ITS/HIS/HER EMPLOYEES, AGENTS AND REPRESENTATIVES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE.

IF YOU HAVE ANY QUESTIONS ABOUT THE PROCESS, PLEASE CONTACT US AT  
CORPORATERELATIONS@PROSPANICA.ORG