

PLATINUM EXHIBITOR AGREEMENT 2017

THIS AGREEMENT dated this _____ Day of _____, 2017 (the "Effective Date"), is by and between The Disaster Conferences, and _____ ("Platinum Exhibitor") (hereinafter the "Agreement").

1. Description of Promotion. The Disaster Conferences is being held in different venues throughout the United States on a periodic basis or as specified by The Disaster Conferences upon request. The Promotion ends on _____. THIS CONTRACT IS FOR _____ EVENT ONLY. Each individual event of the Promotion officially opens at 8:00 a.m. at the respective venue on the date scheduled and closes the same day at 5:00 p.m. Platinum Exhibitor acknowledges that The Disaster Conferences determines the eligibility of any company or product for exhibit. Acceptance of a Platinum Exhibitor for one event in the Promotion does not guarantee participation in additional events, does not imply endorsement by The Disaster Conferences of the Platinum Exhibitor's products or services, nor does rejection imply lack of merit of same. Platinum Exhibitor is responsible for the actions of employees, agents or other persons working within Platinum Exhibitor's booth. Platinum Exhibitor agrees to receive emails that include information on The Disaster Conferences.

2. Set-Up and Break-Down. Exhibit set up can be between 7:00pm - 8:00pm the day prior to the event or between 6:00am - 8:00am the same day as the event. All exhibits must be completed by 8 a.m. Late exhibits will not be allowed to set up after 8 a.m. unless, in the sole discretion of The Disaster Conferences, the setup can occur without disturbing the attendees and other exhibitors and at a time or within a time period specifically determined as appropriate by The Disaster Conferences. All exhibits must be dismantled and removed from the building by 6:00 p.m.

3. Participation & Rates. The per-event cost of the Platinum Exhibitor package is \$3,600 and includes an exhibit booth. Each booth consists of a table top equipped with an area that may be utilized for a display backdrop. (Backdrop is not furnished.) In addition to the draped table, two (2) guest meal tickets and air-conditioning / heating / general lighting as provided by the venue. Participation in the Promotion as a Platinum Exhibitor will include pre-event website advertising to be conducted through www.disasterconferences.org to include names of the exhibitors attending the particular venue and participation in The Disaster Conferences e-Campaign containing your offers and promotions, if any, following the particular event. Each party grants to the other a nonexclusive, worldwide, royalty-free, nontransferable license to include links to the other's website as well as the site hosted by disasterconferences.org solely for the purposes contemplated in this Agreement. Neither party will distribute, modify, edit, or prepare derivative works from the other party without prior written permission. The foregoing license does not include any right to grant or authorize sublicenses. Platinum Exhibitor is entitled to provide promotional inserts (to be provided by Platinum Exhibitor to The Disaster Conferences for approval thirty (30) days prior to the particular event) in sufficient number for inclusion in the Attendee Welcome Bag. Additional promotion may be done by direct contact with attendees at the particular venue. The Disaster Conferences reserves the right to make changes at any time in location, size and display limits of any booth and/or to request modification or revision of promotional inserts if this is in the best interest of the event or in keeping with event policies and limitations (contact the Marketing & Events Coordinator for additional information). Platinum Exhibitor will be provided with an attendee contact list via email after each paid event. However, Platinum Exhibitor acknowledges and agrees Platinum Exhibitor will not sell, transfer, share or otherwise disclose to any third party any attendee's information obtained by, or provided to, Platinum Exhibitor as a result of this Promotion or in connection with this Agreement or Platinum Exhibitor's participation in the Promotion, including, without limitation, any attendee's name, mailing address, e-mail address or telephone number without first obtaining the prior written consent of the subject attendee. The Platinum Exhibitor package also includes two complimentary registrations to attend the paid event.

4. Participation in Seminar. As an exclusive part of the Platinum Exhibitor Package, each Platinum Exhibitor shall furnish a guest speaker with biographical data and course/session information that is complete and correct for each event in which it participates. The Disaster Conferences limits the number of speakers allowed for the seminar to only one representative from a Platinum Exhibitor. Each venue site will be equipped with an LCD projector & screen, a speaker's dais or table with microphones, a podium with microphone. The Disaster Conferences is not responsible for and does not intend to supply computers, phones or Internet connectivity. If these items are needed, the speaker must notify the Marketing & Events Coordinator no later than fifteen (15) days prior to the specific event. The speaker will be responsible for all costs associated with the additional items. Audio-visual requests are not to be made and will not be honored on-site. Handouts are mandatory and must be available to session attendees on-site. An electronic version of handouts must be submitted for review and approval to the Marketing & Events Coordinator no later than thirty (30) days prior to each event. The handouts may be articles, charts, tables, or other materials that support the presentation. Speakers are responsible for providing adequate copies for Attendees. Promotional materials from the Exhibitor's organization shall not be handed out by the designated speaker during the seminar. Sessions are not to exceed the maximum time allowed and speakers must gauge the time remaining in order to ensure that the seminar stays on schedule.

5. Seminar Materials. Platinum Exhibitor acknowledges that certain topics are not proper subjects for discussion and consideration at the seminar, and that proper professional business conduct must be practiced at all times and further agrees to so advise each designated speaker to prepare seminar materials and comments accordingly. Please keep in mind that some of the attendees may be direct or indirect competitors and any action taken to cause harm or negatively impact The Disaster Conferences.

6. Terms of Payment and Refund Policy. Payment is due no less than forty-five (45) days prior to each event and is non-refundable. If you cannot attend the Conference that you are registered for you can either send someone else in your place or be given a credit towards a future conference.

7. Use of Space. The purposes of the exhibit space are to inform and educate attendees regarding services and products of Platinum Exhibitor. All demonstrations, interviews, distribution of advertising materials or other activities must be confined to the limits of the exhibit booth(s) provided there is no interference with other exhibits and must pertain to Platinum Exhibitor and Platinum Exhibitor's products and services. Platinum Exhibitor shall not assign, sublet, or share the whole or part of the space allotted without the knowledge and approval of The Disaster Conference's Marketing & Events Coordinator. All booths must be staffed throughout the event. No refund may be made for space that is unused at any time during the event. Platinum Exhibitor may NOT move out until designated move-out times. Any Platinum Exhibitor breaking booth down during event hours will be penalized in the following event.

8. Insurance and Fire Protection. The Disaster Conferences recommends that Platinum Exhibitor carry \$1 million in bodily injury and property damage liability insurance and The Disaster Conferences must be added as an additional insured to any liability policy in force and effect on the day of the event. The Disaster Conferences will exercise reasonable care for the protection of Platinum Exhibitor's materials and displays. If Platinum Exhibitor desires to insure its goods, it must do so at its own expense. Platinum Exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention, customs and public safety while participating in the event.

9. Liability. Upon signing completed Platinum Exhibitor Agreement, Platinum Exhibitor has the right to use space so allotted and agrees to make no claim against The Disaster Conferences and its representatives, parent corporations, subsidiaries and their representatives for loss/theft/damage/destruction of goods or any injury to himself/itself/employees prior/during/subsequent to the period covered by the Agreement nor for any damage of any nature whatsoever, including any damage to its business by reason of failure to provide space for the exhibit, or for failure to hold the conference as scheduled. The Disaster Conferences reserves the right to cancel this Agreement with any person at any time prior to or during the particular event and to refund fees paid according to the refund policy set forth above.

10. Care of Buildings and Booths. Platinum Exhibitor must protect the walls, columns and floors of the venue from damage. Platinum Exhibitor will be held responsible and charged for any damage, or for any clean-up necessitated by paint, grease, oil, abrasives, or other substances; or excess debris left in Platinum Exhibitor's space.

11. Policies. These policies are incorporated as part of the Agreement: The Disaster Conferences endeavors to arrange for a representative group of displays that will provide cross-sectional appeal to the varied interests of attendees. Accordingly, it is understood and agreed that The Disaster Conference's Marketing & Events Coordinator reserves the right to make such selection from the applications received that will, in his/her judgment, most effectively contribute to the achievement of the foregoing objective. The Disaster Conferences reserves the right to restrict exhibits that, because of noise, method of operation or any other reason, become objectionable or detract from the character of the Promotion as a whole. Multiple companies sharing booth space or adjacent to each other are given the maximum discount of their combined booths. Combined booths are to contract with ONE contract, under ONE company name, and are to abide by all policies as ONE exhibitor. All activities within the booth area must be conducted so as not to infringe on the rights of other exhibitors or be disruptive in any way. Platinum Exhibitor agrees not to exhibit group functions that conflict with any official event program, except as approved by The Disaster Conference's Marketing & Events Coordinator.

12. Interpretation and Arbitration. These regulations are incorporated as part of the Agreement: The Disaster Conference's Marketing & Events Coordinator has full power of interpretation and enforcement of these rules and may amend them at any time. All matters in question not covered by these regulations are subject to the decision of The Disaster Conference's Marketing & Events Coordinator and shall be binding on all parties affected by them. Exhibitors or their representatives who fail to observe these conditions or conduct themselves unethically may be dismissed from the event without refund or appeal. The parties agree to submit to binding arbitration in Los Angeles, California in the event there is a dispute arising out of or related to this Agreement, applying California law without regard to its conflicts of law principles.

13. Indemnification. Platinum Exhibitor agrees to protect, save and hold harmless The Disaster Conferences and its representatives, parent corporations, subsidiaries and their representatives, the hotel where the event is hosted and all agents, servants and employees thereof, hereinafter collectively referred to as Indemnities, for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the Platinum Exhibitor or those holding under the Platinum Exhibitor.

Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damage to Platinum Exhibitor's displays, equipment and other property brought upon the premises of the event and further shall at all times protect, indemnify, save and hold harmless the Indemnities against and from any and all losses, costs (including attorney's fees), damage, liability or expense arising from or out of, or by reason of any accident or bodily injury or other occurrence to any person or persons, including the Platinum Exhibitor, its agents, employees, and business invitees that arises from or out of or by reason of said Platinum Exhibitor's occupancy and use of the premises or a part thereof.

14. Term; Termination. The term of this Agreement (the "Term") shall commence on the Effective Date and shall expire on _____. This Agreement shall terminate in the event a party breaches any material term, condition or representation of this Agreement or materially fails to perform any of its material obligations or undertakings hereunder. If The Disaster Conferences should be prevented from conducting any event in the Promotion, or if it cannot permit the Platinum Exhibitor to participate by any cause beyond its control, The Disaster Conferences will refund event fees to the Platinum Exhibitor in the same manner as described in paragraph 6, and this Agreement will terminate and neither party will have further liability to the other but the provisions paragraphs 12 and 13 will survive the expiration or termination of this Agreement for any reason.

15. Waiver; Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by a duly authorized representative of each of the parties hereto. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

16. Invalidity. If any provision of this Agreement shall be determined by any court of competent jurisdiction to be unenforceable or invalid to any extent, the remainder of this Agreement shall not be affected thereby, and this Agreement shall be construed to the fullest extent possible so as to give effect to the intentions of the provision found unenforceable or invalid.

17. Headings. All headings contained in this Agreement are for reference purposes only and shall not in any way effect the meaning or interpretation of any provision or provisions of this Agreement.

DATE: _____

Company Name: _____

Print Your Name

Authorized By: _____
Signature