

SILVER EXHIBITOR AGREEMENT 2017

THIS AGREEMENT dated this ____ day of _____, 2017 (the "Effective Date"), is by and between The Disaster Conferences, and _____ ("Silver 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 AGREEMENT IS FOR THE _____ 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. Silver Exhibitor acknowledges that The Disaster Conferences determines the eligibility of any company or product for exhibit. Acceptance of a Silver Exhibitor for one event in the Promotion does not guarantee participation in additional events, does not imply endorsement by The Disaster Conferences of the Silver Exhibitor's products or services, nor does rejection imply lack of merit of same. Silver Exhibitor is responsible for the actions of employees, agents or other persons working within Silver Exhibitor's booth. Silver 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 Silver Exhibitor package is \$1,600 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. Silver Exhibitor is entitled to provide promotional inserts (to be provided by Silver 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. 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).

4. 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.

5. Promotional Opportunities. Promotion will include pre-event website advertising on www.disasterconferences.org to include names of the exhibitors attending the particular venue. Additional promotion may be done by direct contact with attendees at the particular venue. Other promotional opportunities may be available as an exclusive part of a Exhibitor Package selected (contact the Marketing & Events Coordinator for additional information.) Other exhibitor packages are available and upgrading your level of participation is encouraged.

6. Use of Space. The purposes of the exhibit space are to inform and educate attendees regarding services and products of Silver 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 Silver Exhibitor and Silver Exhibitor's products and services. Silver 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. Silver Exhibitor may NOT move out until designated move-out times. Any Silver Exhibitor breaking booth down during event hours will be penalized in the following event.

7. Insurance and Fire Protection. The Disaster Conferences recommends that Silver 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 Silver Exhibitor's materials and displays. If Silver Exhibitor desires to insure its goods, it must do so at its own expense. Silver 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.

8. Liability. Upon signing completed Silver Exhibitor Agreement, Silver 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.

9. Care of Buildings and Booths. Silver Exhibitor must protect the walls, columns and floors of the venue from damage.

10. 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. Silver Exhibitor agrees not to exhibitor group functions that conflict with any official event program, except as approved by The Disaster Conference's Marketing & Events Coordinator.

11. 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.

12. Indemnification. Silver 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 Silver Exhibitor or those holding under the Silver Exhibitor, and further, Silver Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damage to Silver 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 Silver Exhibitor, its agents, employees, and business invitees that arises from or out of or by reason of said Silver Exhibitor's occupancy and use of the premises or a part thereof.

13. 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 Silver Exhibitor to participate by any cause beyond its control, The Disaster Conferences will refund to the Silver Exhibitor the event fee paid, less a proportionate share of the event expenses, and this Agreement will terminate and neither party will have further liability to the other but the provisions paragraphs 11 and 12 will survive the expiration or termination of this Agreement for any reason.

14. 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.

15. 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.

16. 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: _____

Authorized By: _____

Print Your Name

Signature