

NONPROFIT, GOVERNMENT, AND SMALL BUSINESS EXHIBITOR AGREEMENT

Please return completed agreement to: UnidosUS Annual Conference | Attn: Sponsorships Team
1126 16th Street NW, Suite 600 | Washington, DC 20036-4845 | Email: ahernandez@unidosus.org | Fax: 240.331.5616

CONFERENCE COORDINATION

1. **Exhibit Booth Name** (As it will officially appear in all UnidosUS Annual Conference materials)

2. **Primary Contact** (The individual who will receive all event materials, including the Exhibitor Service Manual and order forms.)

First Name _____ Last Name _____

Title _____

Company _____

Street _____

City _____ State _____ ZIP _____

Phone _____ Fax _____

Email _____

EXHIBIT OPTIONS

1. **UnidosUS National Latino Family Expo** (Includes one 10'x10' booth space and one full Conference regular Registration.)

Early Bird Government \$1,700 Early Bird Nonprofit \$1,275 Small Business \$3,000
 Government \$2,000 Nonprofit \$1,500

___ Quantity (maximum 6 spaces) Total \$ _____

*Signed agreement must be received by **May 31, 2019** to secure the 15% Early Bird discount. All booths come standard with 6' skirted table, two chairs, one wastebasket, and identification sign. Additional furniture and décor and requests for audio visual, telecommunications, and other services may be ordered through the National Latino Family Expo general services contractor, Hargrove, Inc., at the expense of the exhibitor.*

2. Preferred Pavilion Placement

Please indicate in numerical order (1-4) which UnidosUS National Latino Family Expo pavilion you would prefer your booth to be placed in. Please note that placement is not guaranteed.

___ Community/*El Barrio* ___ Health & Fitness/*Tu Salud* ___ Children's/*Festival de los Niños* ___ STEAM/*El Futuro*

TERMS OF SALE: Space in the San Diego Convention Center exhibit hall is limited. UnidosUS shall base all space assignments on overall support of UnidosUS, level of event participation, the exhibitor's history with UnidosUS, size and configuration of exhibit, and pavilion placement. Furthermore, UnidosUS reserves the right to reassign exhibit space to ensure safety and convenience and to avoid conflict of products and/or exhibitors. Exhibits must be confined to the space leased. Sales may not take place in the exhibit hall unless previously authorized by UnidosUS personnel.

Exhibit cancellation requests must be received in writing by June 28, 2019 and will be charged 15% of the total purchase price. No cancellation requests made after June 28, 2019 will be honored. All rates quoted are inclusive and non-commissionable.

The undersigned agrees to provide proof of insurance to UnidosUS prior to July 30, 2019. Failure to provide an insurance certificate does not relieve the exhibitor from its insurance obligation.

The undersigned has read and agrees with the Terms of Sale of this agreement and agrees to comply with exhibit rules and regulations listed below as set by UnidosUS. The undersigned represents that he/she is duly authorized to execute this binding agreement on behalf of the exhibitor.

Signature _____ Date _____

BILLING AND PAYMENTS

1. Contact Information (if different from Primary Contact)

First Name _____ Last Name _____

Title _____

Company _____

Street _____

City _____ State _____ ZIP _____

Phone _____ Fax _____

Email _____

2. Purchase Authorization

The undersigned has read and agrees with the Terms of Sale of this agreement and agrees to comply with exhibit rules and regulations as set by UnidosUS.

Signature _____ Date _____

3. Payment Information

American Express MasterCard Visa

Card Number _____ Expiration Date _____

Name on Card _____ Cardholder Signature _____

Check Enclosed (Please make check payable to UnidosUS.)

Purchase Order Enclosed Send Invoice*

* Unless otherwise requested, this agreement serves as an invoice for payment.

2019 EXHIBITOR RULES AND REGULATIONS

EXHIBITOR SERVICE MANUAL: Hargrove, Inc., the official UnidosUS National Latino Family Expo general services contractor, will provide each exhibitor with an Exhibitor Service Manual containing all forms and information necessary to order services and decorations for the Expo. All services, such as electricity, internet, carpet, water, and flowers, must be ordered through the Exhibitor Service Manual at an additional cost and will be billed to the exhibitor. Requests for skilled laborers for the installation of utilities, as well as those services provided through common labor, porters, or equipment rental, may be arranged through the general services contractor.

UNIONS: The exhibitor hereby agrees to abide by all agreements made among any unions or other labor groups with jurisdiction at the exposition and show management or its agents and the exposition facility. The San Diego Convention Center Corporation (SDCCC) has a jurisdictional agreement with its union labor partners Painters & Allied Trades, International Alliance of Theatrical Stage Employees, International Brotherhood of Electrical Workers, and the International Brotherhood of Teamsters to perform specific work at the SDCCC.

SHIPPING OF EXHIBIT MATERIALS: Shipping of exhibitor items comes at the owner's expense and should comply with guidelines set forth by the general services contractor in the Exhibitor Service Manual.

STORAGE OF PACKING BOXES AND CRATES: Exhibitors are not permitted to store empty packing boxes or crates in booth space or on the Expo floor while the show is open. All packaging must be stored and delivered through the general services contractor at standard rates. Detailed information on storage facilities and procedures can be found in the Exhibitor Service Manual.

ASSIGNMENT OF SPACE: UnidosUS reserves the right to locate and/or relocate any exhibit, at its own discretion, in the best interests of the exposition. The exhibitor will bring no claim against UnidosUS, whatsoever, regarding its or any other exhibitor's location.

AMERICANS WITH DISABILITIES ACT (ADA): The exhibitor is solely responsible for ensuring that its booth is in full compliance with the ADA, and for all costs related thereto.

USE OF SPACE: No portion of the exhibitor's display may extend into the aisle, any adjoining booth, or any other area outside the perimeters of the booth. The exhibitor may not use any portion of the aisles, entrances, or other common areas of the exhibit hall for conducting or soliciting business, promoting products or services, or distributing literature, materials, or souvenirs. No exhibitor shall assign, sublet, donate, or share the space allotted. Firms or organizations not assigned an exhibit space will not be permitted to solicit within the exhibit area.

CARE OF BUILDING AND EQUIPMENT: Exhibitors and their agents shall not injure or deface the walls of the building, the booths, or booth decorations. Exhibitors are forbidden to use tacks, nails, screws, tape, or other adhesives to affix materials to, into, or onto the walls, ceilings, painted surfaces, fire sprinklers, columns, or windows. Distribution of promotional gummed stickers or labels is strictly prohibited. Damages resulting from the improper use of these materials will be charged directly to the exhibitor.

COMPLIANCE WITH LAWS, RULES, AND SAFETY

PRECAUTIONS: The exhibitor is responsible for knowledge of and compliance with all federal, state, and local laws, regulations, orders, and requirements applicable to the exhibitor's participation in the UnidosUS National Latino Family Expo, as well as all rules and regulations of the San Diego Convention Center (SDCC). The exhibitor is responsible for obtaining any licenses and permits necessary for its own exhibition. The exhibitor shall take all necessary measures to safeguard persons and property in the SDCC from any hazards associated with the exhibitor's exhibit equipment. The exhibitor shall comply with applicable industry safety standards. The exhibitor agrees that if notified by UnidosUS that the condition of the exhibitor's space is unsatisfactory for any reason, the exhibitor will immediately remedy the condition.

RESTRICTIONS ON OPERATIONS OF EXHIBITS: The exhibitor agrees to strictly comply with the applicable terms and conditions contained in the agreement between the exhibit hall management and UnidosUS regarding the exhibition premises. The UnidosUS Exhibits Coordinator or a designated representative reserves the right to restrict exhibits which—because of noise, method of operation, material, or any other reason—become objectionable, and to prohibit or evict any exhibit which in the opinion of UnidosUS may detract from the general character of the exhibit area. This reservation includes persons, things, conduct, printed matter, or anything of a character that UnidosUS determines to be objectionable to the exhibition or does not conform to UnidosUS standards. In the event of such restriction or eviction, UnidosUS is not liable for any refund or other exhibit expenses.

SOUND LEVELS: Exhibits which include the operation of musical instruments, audio visual equipment, or any noise-making equipment must be kept at or below 85 decibels and not interfere with surrounding exhibits. All plans for the installation and operation of sound equipment must have prior approval from the UnidosUS Exhibits Coordinator or designated representative.

SALES: The exchange of money or any electronic payment is strictly prohibited on the exhibit floor, except by authorized exhibitors placed by the UnidosUS Exhibits Coordinator. The SDCC retains the exclusive right to approve, sell and/or collect a commission from any event-related novelty or merchandise item. Any request for an exemption of specific items from exclusive rights must be submitted by the UnidosUS Exhibits Coordinator to the SDCC. Such permission is to be requested in writing by the exhibitor no later than June 28, 2019 and submitted with the signed exhibitor contract. Please note that the proposed sale of any items competing with those regularly offered at the SDCC concession stands or specialty carts will not be allowed.

VEHICLES ON DISPLAY: All vehicles must be approved by the SDCC and meet Fire Marshal approval for display and location. UnidosUS is not responsible for any fees associated with vehicle setup. Vehicles on display must adhere to the following rules:

- No more than one-quarter tank of gas or five gallons, whichever is less.
- A locking gas cap or tape over the gas cap.
- Batteries shall be disconnected in an approved manner.
- A drip pan under the vehicle's drive train (motor to differential).
- Keys delivered to event security.
- Vehicles shall not be moved during show hours.
- Refueling is prohibited in the facility.

DRONES: The SDCC does not allow drones of any kind inside the convention center or around the perimeter.

FOOD AND BEVERAGE SAMPLES: Only the exclusive onsite food and beverage provider, Centerplate, may distribute and sell food and beverages within the SDCC. Food and beverage product exhibitors who are germane to events and are lawful manufacturers or distributors of food and/or beverage products may distribute samples. Samples must be distributed from those specific exhibitor booth locations only. Samples may not exceed two (2) ounces by weight of a solid product, and four (4) ounces by volume of a non-alcoholic beverage product. All alcoholic beverage sampling must be serviced by Centerplate. Any request for sampling must be submitted by the UnidosUS Exhibits Coordinator to the convention center. Such permission is to be requested in writing by the exhibitor no later than June 28, 2019 and submitted with the signed exhibitor contract.

COOKING/WARMING DEVICES: Cooking/warming devices shall be electric and shall be UL- or FM-approved. Cooking/warming devices and heated products need to be four feet away from the front of the display, or have a shield 18 inches high, one-quarter inch thick across the front and down the sides of the demonstration area. A 2A10BC fire extinguisher must be in the booth and readily available near the demonstration area.

EXTENSION CORDS: Extension cords shall be three-wire with ground and shall service one appliance or device. Multi-plug adapters must be UL-approved and have an overload internal circuit breaker. Home-type "cube" taps are prohibited. Spliced wires are heat generators and are prohibited.

SECURITY: UnidosUS will provide security services in the exhibit hall area from 8 a.m. on Friday, August 2, 2019 until 5 p.m. on Monday, August 5, 2019. These services shall not be deemed to increase the liability of UnidosUS or the SDCC, or to modify in any way the assumption of risk and release provided above. Properly credentialed exhibitors will be admitted to the exhibition hall one hour before show opening each show day and may remain for up to one hour after show closing each evening. It is recommended that exhibitors take precautionary measures, such as securing small or easily portable articles of value and moving such articles to a place of safekeeping after exhibit hours.

LIABILITY: Each exhibitor has the responsibility of safeguarding its own exhibit materials or goods from the time they are placed in the exhibit space until they are removed. The exhibitor agrees to make no claim against UnidosUS or any of its sponsoring organizations, agents, or employees on account of loss occasioned by fire, accident, theft, storm, or damage due to the exhibitor's negligence; any injury to the exhibitor

or exhibitor's employees; or damage of any other nature or character, including any damage to the exhibitor's business as a result of the exhibit, as a result of its installation or removal, or for failure to hold the exhibition as scheduled.

INSURANCE: The exhibitor is required to have the appropriate amount of insurance coverage for the duration of the event, including move-in, move-out, and transportation to and from the exhibit hall. The exhibitor will, at its sole cost and expense, procure, and maintain insurance through the term of this agreement, occurring in or upon, or resulting from, arising out of, or relating to the premises leased by UnidosUS. As a standard requirement for all exhibitors, it is necessary to provide proof of general liability coverage from an insurance company in good standing with minimum policy limits of no less than \$1,000,000. Such insurance shall name UnidosUS and the San Diego Convention Center as an additional insured (with no limitations). The exhibitor's insurance policy or policies must include a waiver of subrogation in favor of UnidosUS. Furthermore, all insurance policies carried by the exhibitor will be primary, without any contribution from insurance coverage carried by UnidosUS, covering claims resulting from, arising out of, or relating to the negligence, acts, or omissions of the exhibitor. Exhibitor's workers' compensation and occupational disease insurance shall be in full compliance with all federal and state laws, covering all of exhibitor's employees engaged in the performance of any work for the exhibitor. Certificates of said insurance shall be provided to show management by the exhibitor before the opening of the show. Failure to provide an insurance certificate does not relieve the exhibitor from its insurance obligation and may cause UnidosUS to prevent exhibitor from displaying its exhibit. Proof of insurance must be emailed to Christopher Pulido at cpulido@unidosus.org prior to July 30, 2019. The exhibitor shall be solely liable for all claims, liabilities, actions, costs, damages, and expenses arising out of or relating to the custody, possession, operation, maintenance, or control of said leased space of exhibit, for negligence or any other cause of action relating thereto.

WAIVER: The exhibitor acknowledges that UnidosUS, its sponsors, the SDCC, and the operator do not carry insurance coverage for the exhibitor's property. The exhibitor is solely responsible for the security of its property and the property of others under its control. The exhibitor agrees to bear all risk of any bodily injury (including death) or property damage or loss which the exhibitor or its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors, might sustain as a result of the exhibitor's participation in the UnidosUS National Latino Family Expo. The exhibitor hereby waives any and all rights of recovery, refund, or compensation for bodily injury (including death) or property damage against UnidosUS, its sponsors, the convention center, the operator, and their officers, directors, employees, and agents based upon or arising out of the exhibitor's participation in the UnidosUS National Latino Family Expo, except such losses as may be the result of the sole gross negligence or willful misconduct of UnidosUS.

INDEMNIFICATION: The exhibitor agrees to defend, indemnify, and hold harmless UnidosUS, its sponsors, the San Diego Convention Center, the operator, and their respective officers,

directors, employees, and agents from and against any and all claims, demands, actions, causes of action, penalties, judgments, and liabilities (including court costs and reasonable attorney fees) based upon or arising out of any act, omission, negligence, misconduct, or breach of any material condition of this contract by the exhibitor, its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.

FORCE MAJEURE: UnidosUS may suspend or terminate this contract without penalty in the event the facility becomes unavailable, is destroyed or damaged, or if it becomes inadvisable, impracticable, illegal, or impossible to hold the UnidosUS National Latino Family Expo as scheduled due to any event beyond the control of UnidosUS, including but not limited to the following: strike; lockout; injunction; emergency; act of God; act of war; curtailment of local, national, or international transportation facilities with a significant impact on domestic and/or international travel; and economic factors which make it impractical for UnidosUS to hold the Expo as scheduled or otherwise perform its obligations hereunder (including the unavailability or inadequacy of any convention center, headquarters, hotel(s), or necessary expansion space). In such an event, the exhibitor hereby waives any and all damages and claims for damages and agrees that the sole liability of UnidosUS National Latino Family Expo shall be to refund to the exhibitor all payments made for exhibit space, less a proportionate share of all expenses incurred and committed by UnidosUS, such as, but not limited to, advertising, convention center fees, etc., to the extent any monies remain after payment of such expenses.

COMPLIMENTARY REGISTRATION: One Conference Regular Registration is included in the standard exhibitor package. This registration includes access to two luncheons, one brunch, the Awards Gala, evening events (not requiring a surcharge), workshops, plenary sessions, and the National Latino Family Expo. Exhibitor-only badges are available for exhibit booth staff. This badge does not provide access to any of the meal or event functions. Exhibitor-only badges are free and unlimited until July 26, 2019. After this date, a \$25 fee will be charged for each badge.

REGISTRATIONS: Exhibitors and sponsors can purchase additional full Conference Regular Registrations online at a discounted rate of \$475 through July 26, 2019. Once on-site registration opens, the full registration rate of \$650 will be charged for any additional registration purchases.

CANCELLATIONS: Exhibit cancellation requests must be received in writing by June 28, 2019 and will be charged 15% of the total purchase price. No cancellation requests made after June 28, 2019 will be honored.

USE OF UNIDOS US LOGO: Exhibitors are prohibited from using the UnidosUS logo without prior written approval by UnidosUS.

All points not covered are subject to the decision of the UnidosUS Exhibits Coordinator or a designated representative in collaboration with the SDCC. For more information, please contact UnidosUS Exhibits Coordinator Christopher Pulido at cpulido@unidosus.org.