



We, {{COMPANY\_NAME}}, are hereby applying for exhibit space(s) or sponsorship(s) at the Self-Insurance Institute of America, Inc. (SIIA) National Conference.

We have read the terms and conditions as outlined in the Agreement. As a condition of being an Exhibitor and/or SIIA's National Conference, all Exhibitors and/or Sponsors agree to the following Exhibitor/Sponsor Agreement Terms and Conditions ("Terms and Conditions"). By submitting a booth space or sponsorship application, Exhibitors and Sponsors agree to abide by these Terms and Conditions, and any other rules and regulations set forth for the Conference, including any special requirements that are imposed by the facility at which the Conference will be held ("Facility"). Exhibitor and/or Sponsor agrees and understands that these Terms and Conditions are contractual in nature and become part of the binding and legally enforceable agreement between the Exhibitor/Sponsor and SIIA relating to Exhibitor's/Sponsors attendance and exhibiting activities at the Conference.

Further, we understand our application and booth assignment/sponsorship is subject to the acceptance of SIIA management and we will be notified in writing upon acceptance of this application/contract.

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#### EXHIBITOR/SPONSOR AGREEMENT SIIA 2024 NATIONAL CONFERENCE

This Application/Agreement is made and entered into by and between SIIA and the entity and persons (hereinafter, Exhibitor/Sponsor) named in this application/contract printed on the reverse, on the date set forth. The undersigned agrees that this Application/Agreement is effective only upon its acceptance by SIIA.

**WHO MAY EXHIBIT/SPONSOR** - The exhibition is only for those entities offering products, equipment, and services that are related to the Captive Insurance and Self-Insurance Industries. SIIA shall have the sole right to determine the eligibility of exhibits, including, but not limited to companies, products, systems, services, booth graphics, printed matter distributed at the conference, souvenirs, giveaways, costumes and booth personnel attire, and all other exposition features and activities.

**COST OF EXHIBIT SPACE/SPONSORSHIP** – The cost of the Exhibit Space/Sponsorship is shown on this Application/Contract and/or on the conference website. Included in the cost of an exhibit space, in addition to the space itself, are a standard draped booth background, side draping, a booth sign showing the exhibitor's name and booth number, security service, an exhibitor listing in the SIIA 2024 program (subject to print deadlines), and two (2) full conference registrations.

**EXHIBITOR USE OF SPACE** - Exhibitors may not assign, sublet, or apportion the whole or any part of their allotted space. In addition, Exhibitors may not advertise or display products or services other than those manufactured or sold in their regular business. Exhibitor and/or Sponsor company descriptions in the on-site conference guide will be limited to one company name and identity listing. The distribution of samples, souvenirs, publications, etc., or other sales or sales promotion activities must be conducted by Exhibitor only from within its allotted booth space. The distribution of any article that interferes with the activities or obstructs physical or visual access to neighboring booths, or that impedes aisles, is prohibited. This includes placement of display racks, banners, brochures, or other items outside of the designated space rented by the Exhibitor.

#### LOCATION/DESIGNATION/SELECTION OF EXHIBIT SPACE

##### A. BOOTH DEFINITIONS

###### Corner Booth

A corner booth is a trade show booth space located at the end of a row of inline or linear booths. It has two sides of the four-sided booth open to aisles. A corner booth's size is 8 ft deep x 10 ft wide.

###### End Cap Booth

An end cap booth is a trade show booth layout in which the front and both sides of the booth are open to front and back aisles. Visualize this booth format as two corner booths at the end of a row of linear booths which are put together to form one booth. The back of the end cap booth abuts the side of the two booths behind it. The size is 16 ft wide X 10 ft deep.

### **Inline Booth**

An inline booth is a trade show booth that is in a straight line alongside a number of other booths in an aisle. Each individual inline booth in the aisle will have only one side open to the aisle (except for a corner booth) and is 8 ft wide x 10 ft deep in size. An inline booth may also be referred to as a linear booth (20 ft wide X 8 ft deep) if two booths are purchased together.

### **Island Booth**

An island booth is a trade show booth that is open to the aisles on all four sides. An island booth is 16 ft wide X 20 ft deep. Island booths have no pipe and drape.

### **Pipe and Drape**

Pipe and drape is metal tubing (pipe) and hanging fabric (drape) used to delineate the back wall and side rails of each booth space. The pipe and drape used for the back wall is 8 ft tall. The pipe and drape used for side rails is 3 ft tall. The pipe and drape on an End Cap Booth is 8 ft tall and the side rails are 3 ft tall.

## **B. SELECTION OF BOOTH**

The selection of an exhibit space for the 2024 SIIA National Conference will take place on site at the 2023 National Conference. Selection of a booth will be by seniority, based on the number of years exhibiting at the conference. SIIA will notify exhibitors with their priority, and the date and time they may select their space. Each Exhibitor has a maximum of fifteen (15) minutes to select booth space from a real time, virtual floor plan. Exhibitors not present/failing to select their space within the allotted time when the Exhibitor name is called will forfeit their time slot. If an Exhibitor misses this scheduled selection time, they will be accommodated as the booth selection schedule allows at the end of their scheduled time slot. Prior to leaving on-site exhibit space selection, Exhibitor's designated representative will receive a confirmation letter with Exhibitor's designated exhibit space number.

Upon completion of on-site exhibit space selection, exhibit space reservations will be open to the public and exhibit space will be assigned on a first-come, first-served basis according to the date the booth space contract and deposit are received by SIIA. If an Exhibitor's first selection of space has already been assigned to another Exhibitor, SIIA will move to the second and third choice indicated on the exhibit space contract. Upon receipt of contract and deposit, space assignment(s) will be sent within five to seven business days. If the exhibit hall space is sold out, notification will be made immediately by phone or email and the organization applying for exhibit space is placed on a waiting list. Assignments made within 30 days of the start of the conference are assumed to be final at the time that they are made. Date of notification is the date SIIA emails the notification. SIIA reserves the right to modify the floor plan or move the Exhibitor's booth location to accommodate unforeseen changes to the provided floor plan configuration or traffic flow.

**C. ARRANGEMENT OF EXHIBITS** - Exhibitor's exhibit-space shall be arranged to avoid obstructing the general view of the other exhibits in the Exhibition area. If an Exhibitor plans any special display(s) which are not in accordance with established exhibit space parameters, the Exhibitor shall submit drawings for such display(s) in advance of the Exhibition to SIIA for its review. Side rails separating inline booths may not exceed thirty-six inches (36") in height. The maximum permitted height of backwalls for inline and corner exhibit spaces is 8 feet (8'). Structures in island exhibit spaces may extend to 10 feet (10') in height. Structures in inline and corner exhibit spaces may extend from the backwall for up to four feet (4') towards the aisle. Inline and corner exhibit space may not hang banners/signage from the ceiling of the exhibit hall. Island booths may hang banners/signage upon SIIA and venue approval. All coordination and costs of hanging signage is the sole responsibility of the Exhibitor.

If the premises are defaced or damaged by any act of negligence by an Exhibitor, its agents, or guests, the Exhibitor will pay for all expenses incurred by such damages to physical property, caused by Exhibitors, riggers, haulers, or other contractors engaged for the purpose of moving exhibits and equipment into and out of the building.

Display material exposing any unfinished surface to neighboring booths is strictly prohibited. Nothing shall be posted on, tacked, screwed, or otherwise attached to columns, walls, floors, or other parts of the building or furniture, and anything in connection therewith, necessary for the protection of the building, equipment, or furniture, will be at the expense of the Exhibitor. Exhibitor shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air-conditioning systems or portions thereof, or to the public areas adjacent thereto, or to the street or sidewalks adjoining. If any disputes of location or arrangement arise, SIIA will resolve same at its sole and exclusive discretion. All exhibit booths are 8'(d) x 10'(w) – unless otherwise noted.

**D. INSTALLATION AND DISMANTLING OF EXHIBIT BOOTH** - Installation must take place during the times provided by SIIA unless SIIA has previously provided written approval for installation at other times. Space not occupied by the start of the conference returns to SIIA for its discretionary use. The dismantling of the exhibit space begins at the conference's close and must be completed by the time indicated. Exhibitors dismantling prior to conference close will lose their seniority. Note: The Exhibitor assumes all financial responsibility for installation and dismantling of the exhibit.

**PAYMENT FOR EXHIBIT SPACE** - All applications must be accompanied by a check made payable to SIIA or credit card authorization in the appropriate amount. No application will be considered or confirmed unless accompanied by payment.

**DEPOSIT FOR EXHIBIT SPACE** – Each space requires a \$500 non-refundable deposit and \$2,000 deposit for an island. The balance of the total cost of space reserved on or before March 1, 2024. Space reservations will not be held and shall be subject to resale if the balance is not received by March 1, 2024. If reserving exhibit space after March 1, 2024, full payment is required.

**MEMBERSHIP STATUS/RATE** - Membership status must be achieved prior to payment in full to receive member exhibit rates. Company must maintain membership status through the conclusion of the 2024 conference. Non-Member exhibit fees, should membership status not be maintained will apply. **Note:** SIIA membership is based on a 12-month period.

**CANCELLATION** - An exhibitor may cancel or withdraw from the exhibit program subject to the following conditions: (a). The exhibitor shall file a written notice of intention to cancel or withdraw by May 20, 2024, (b). If written notice is received prior to May 20, 2024, SIIA will refund 40% of the exhibit booth fee excluding the \$500.00 (\$2,000.00 Island) non-refundable deposit. (c). In the event Exhibitor cancels their participation, the exhibit space shall be returned to SIIA for resale. The Exhibitor may not resell the space and shall forfeit all rights of said space and any monies paid upon notice of cancellation. Should an Exhibitor, after notifying SIIA of their desire to cancel, subsequently decide to rescind such notice, a new contract and application must be submitted with all appropriate fees. No reinstatement shall be permitted, and space will be provided based on availability, if any. **No refunds will be made after May 20, 2024.** Sponsorships are not refundable.

**USE OF MUSIC** - Due to ASCAP and BMI regulations, any Exhibitor who uses copyrighted music as part or in conjunction with any function connected with the SIIA National Conference, must pay a music license fee directly to the BMI and ASCAP, where applicable.

**PROMOTION DURING CONFERENCE** - Exhibitors/Sponsors are not allowed to place brochures, stickers, signs, pens, posters or marketing materials anywhere in the conference area and venue, other than within their own booth space or where may be designated by SIIA.

**REGISTRATION OF PERSONNEL** - All persons affiliated with Exhibitor and in attendance at the SIIA conference must be registered and have paid the appropriate registration fee (if applicable). Each exhibiting company will be granted two (2) full conference registrations. All additional personnel must register and pay the applicable registration fee as advertised by SIIA. There shall be no exceptions to this policy.

**EXHIBIT HOURS** - SIIA agrees to designate and inform Exhibitors of established exhibit hours by May 19, 2024. Exhibitors cannot move in earlier than the posted time. It is agreed that no Exhibitor will break down or move out of their exhibit space prior to the official closing of the exhibits, as designated by SIIA. Exhibit booths must always be staffed during posted exhibit hours. No exhibit or portion thereof may be removed from the exhibit hall during the conference without the written consent of SIIA. Any infraction may result in Exhibitor being prohibited from exhibiting at future SIIA conferences.

**CONFLICTING EVENTS** - In the interest of the success of the conference, Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage the absence of attendees or exhibitors from the conference or exhibit hall during the official dates and scheduled functions of the conference.

**HOSPITALITY SUITES** - All hospitality suites must be approved and arranged through SIIA in advance.

**EXHIBITOR SERVICE KIT** – Exhibitors shall receive a link to the National Conference Exhibitor Service Kit approximately 45 days before the show dates, which includes conference rules and third-party suppliers.

**SERVICE CONTRACTOR** - All costs associated with shipping, cartage, and handling of exhibit materials are to be borne by the Exhibitor. The service contractor selected by SIIA will handle all the drayage from the drayage warehouse to the Exhibitor's booth; remove crates and empty cartons; return them at the end of the show; deliver packed goods to the loading dock of the hotel; and load the items onto transport vehicles for a fee.

All additional services required by Exhibitors, e.g., furniture, carpeting, labor, etc., should be ordered direct from the service contractor. Electrical and phone service is ordered from the facility directly. Each Exhibitor will receive an exhibitor service kit containing the appropriate order forms. These additional services are not part of this agreement and must be ordered separately.

**If an Exhibitor uses a contractor other than the official decorator, the other company must furnish a certificate of insurance to the official decorator.**

**SHIPPING** - The Exhibitor agrees to ship, at his own risk and expense, all articles to be exhibited and agrees to conform to the rules for shipping as contained in the exhibitor brochure and/or service kit. The exhibit facility has no facilities for receiving and storing materials prior to the opening of the exposition. DO NOT ship equipment or displays to the facility or to the hotel in which exhibit personnel are housed. Detailed shipping instructions will be included in the Exhibitor Service Kit which will be provided approximately 45 days prior to the exposition.

**TRADEMARKS** - Exhibitor/Sponsor grants SIIA, without the right to sublicense, a nonexclusive, revocable, nontransferable, royalty-free, worldwide license to use and display Exhibitor/Sponsor's company name and logo on SIIA's website(s), print materials, and in other marketing media solely for purposes of promoting the Event and future events, provided that such use is in accordance with Exhibitor/Sponsor's established brand guidelines. If Exhibitor/Sponsor elects to become a branded Sponsor for any portion of the Event, the use of Exhibitor/Sponsor's logo, marks, or artwork (collectively "Sponsor Artwork") on any Event merchandise or collateral is subject to the prior approval of SIIA, which reserves the right to reject

any Sponsor Artwork that, in SIIA's sole discretion, fails to meet the defined specifications or general standards of quality for SIIA events. Exhibitor grants SIIA or anyone authorized by SIIA the right to use or publish, in print or electronic format, any photographs or video taken during the Event which contain images of Exhibitor's booth or space, including any trademarks, logos, or other images displayed in or on Exhibitor's booth or space, as well as any images or likenesses of Exhibitor's employees, contractors, subcontractors, or agents in the Exhibit Hall or at the Event.

Exhibitor/Sponsor has no right to use the name, logo or trademarks of SIIA as a result of being an Exhibitor/Sponsor at the Conference without prior approval from SIIA.

**ATTENDEE INFORMATION DISTRIBUTION** - SIIA encourages Exhibitor and Sponsor efforts to communicate with SIIA attendees. However, to meet Exhibitor needs and to protect the privacy rights of our attendees, the following provisions shall apply: Exhibitors may request either a business card or may scan attendee badge barcodes using lead retrieval equipment to obtain contact information for follow-up. For Barcode Lead Scans, SIIA agrees to release to the Exhibitor, where it is authorized to do so, attendee name, title, company, work postal mailing address, work phone, fax and e-mail, as provided by the attendee. Unless otherwise individually agreed with each attendee, Exhibitors shall (i) use attendee information in accordance with each attendee's reasonable expectations, (ii) limit the use of attendee information to contacting each attendee no more than twice and no later than within 30 days following the exhibition, (iii) put in place reasonable technical and organizational measures to ensure the security of attendee information, (iv) comply with the rights of attendees including any opt-out requests, (v) not transfer attendee information to any third party outside the Exhibitor/Sponsor and any affiliate entities of Exhibitor/Sponsor, and (vi) comply with all applicable laws in relation to the use of attendee information.

**FACILITY RULES** - Exhibitors and Sponsors shall strictly comply with all conditions imposed by the Facility in its contract with SIIA, and with the rules and regulations of the Facility.

**DAMAGE TO PROPERTY** - The Exhibitor is liable for any damage caused to Facility floors, walls, columns, standard booth equipment, or other Exhibitors' property. The Exhibitor may not mar, tack, make holes, or apply paint, lacquer, adhesives, or other coating to building columns and floors or to standard booth equipment.

**SAFETY, FIRE AND HEALTH REGULATIONS** - Exhibitors shall assume and bear full responsibility for the compliance with all local, city, and state safety, fire, and health laws, ordinances, and regulations regarding the installation and operation of the exhibit.

**SECURITY** - Although security services may be furnished, neither SIIA nor the Facility will be responsible for damage to, loss, or theft of property belonging to any Exhibitor, Sponsor, their agents, employees, business invitees, visitors, or guests.

**LIABILITY /INDEMNIFICATION** - Exhibitor/Sponsor shall indemnify, defend and hold harmless SIIA, Calmetto Management Group, the Hotel and the service contractor from and against all claims, losses and liabilities and causes of action, including reasonable attorney's fees, resulting from any claim, suit, fine, penalty action or proceeding arising from, or out of, or by reason of (a) Exhibitor's/ Sponsor's breach of these Terms and Conditions, (b) Exhibitor or Sponsor's violation of any applicable law, regulation or ordinance, (c) any accident or bodily injury or other occurrences to any property, person, or persons, including the Exhibitor/ Sponsor, its agents, employees, and business invitees, which arise from, or out of, or by reason of said Exhibitor's/Sponsor's participation at the Conference, or (d) any negligence, gross negligence or intentional misconduct by Exhibitor/Sponsor, or employee, agent or any other third party on behalf of Exhibitor/Sponsor in connection with the Conference. Exhibitor/Sponsor's indemnification obligation to SIIA shall survive the termination of these Terms and Conditions.

**Individual insurance coverage shall be the responsibility of the individual Exhibitor.**

**AMERICANS WITH DISABILITIES ACT (ADA)** - Exhibitor represents and warrants (i) that its exhibit will be accessible to the full extent required by law; (ii) that its exhibit will comply with the Americans with Disabilities Act (ADA) and with any regulations implemented by the ADA; and (iii) that it shall defend, indemnify and hold SIIA harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses that may be incurred by or asserted against SIIA its officers, directors, agents, or employees on the basis of the Exhibitor's breach of this paragraph or noncompliance with any of the provisions of the ADA.

**EXHIBITOR/SPONSOR CODE OF CONDUCT** - All Exhibitors and Sponsors agree to abide by the following Code of Conduct and agree to SIIA's right to take immediate action to restrict or evict Exhibitor/Sponsor and/or its personnel from the Conference in the event of Code of Conduct violations. In the event of such eviction or restriction, Exhibitor will forfeit all moneys paid for the Conference, and may be subject to restrictions or prohibitions on attending future SIIA conferences.

- The Exhibitor/Sponsor and its personnel shall conduct and operate its exhibit so as not to annoy, endanger or interfere with the rights of other Exhibitors, conference attendees, and visitors or SIIA staff.
- SIIA reserves the right to prohibit any exhibit and/or Exhibitor/Sponsor that, in its sole discretion and judgment, is inappropriate, offensive, or may detract from the general character of the Conference.

- SIIA reserves the right to remove, without compensation, any exhibit and/or Exhibitor/Sponsor that, in SIIA's sole discretion and judgment, is inappropriate, offensive, or may detract from the general character of the Conference.
- SIIA reserves the right to require the removal of any Exhibitor/Sponsor personnel who engage in behavior which, in the sole discretion of SIIA, is determined to be objectionable to other Exhibitors, conference attendees, visitors and/or SIIA staff.
- Any demonstrations or activity that may result in obstruction of aisles or that prevent ready access to nearby Exhibitors' booths shall be prohibited.
- The audio level of any playback equipment, audio, video and/or demonstrations must be at a level so as not to disturb or be heard by adjacent Exhibitors and their patrons. SIIA reserves the right to restrict exhibits to a minimum noise level.
- SIIA also reserves the right to exclude any non-conforming party from exhibiting at any future SIIA programs or to give the lowest priority for future exhibit space. These actions do not constitute exclusive remedies, and SIIA may avail itself of any remedy in law or equity in addition to these actions.
- SIIA reserves the right to restrict exhibits which, because of noise, odors, method of operation, or any other reason, become objectionable or otherwise detract from or are out of keeping with the character of the exposition. This reservation includes persons, things, conduct, or printed materials.
- SIIA reserves the right to alter or close any exhibit which does not conform to the provisions of this contract. No refund shall be due under such circumstances.
- SIIA reserves the right to approve/disapprove the items to be given out at exhibit booths.

**EVENT BADGES** - Company personnel, agents and representatives must wear SIIA issued identification badges while on the exhibit floor.

**MERGERS AND ACQUISITIONS** - Exhibitor's obligations under this agreement, including payment obligations, may not be waived, or assigned to a third party without the prior written permission of SIIA Management. For the avoidance of doubt, if Exhibitor acquires, is acquired by or merges with a third party, Exhibitor shall remain liable for full payment of fees under this agreement, regardless of whether the third party has entered into its own exhibit space agreement.

**Failure to Vacate.** If the Exhibitor should fail to remove all his property or otherwise fail to vacate the venue premises by the end of tenancy due to any cause whatsoever, the Exhibitor shall be fully responsible for any penalties imposed by SIIA. As a result of the Exhibitor failing to vacate the premises by the agreed time, SIIA may remove any property of the Exhibitor left in the exhibit hall by the Exhibitor after the said time and the costs of such removal shall be paid by the Exhibitor to SIIA on demand.

**UNION RESTRICTIONS** - Exhibitors agree to abide by all local jurisdiction union requirements, if applicable, for work involving installation and dismantling of exhibit space.

**FORCE MAJEURE AND IMPOSSIBILITY -**

1. SIIA shall not be responsible for any loss or damage resulting from failure to perform under this Contract or to conduct an Event as currently scheduled in whole or part, and the performance of this Contract by SIIA is subject to termination without liability, upon the occurrence, or as a result of, any riot, strike, labor dispute, acts, regulations or orders of governmental authorities, civil disorder, act of war, act of terrorism, failure of facilities, earthquake, storm, fire, flood, pandemic (including the novel coronavirus ("COVID-19"), epidemic, disease, or other acts of God, or any reason of any kind whatsoever beyond the reasonable control of SIIA. Notwithstanding any other terms of this Contract, if an Event is cancelled by SIIA and not rescheduled in connection with a force majeure event, SIIA's sole liability to Exhibitor, and Exhibitor's exclusive remedy, shall be a refund of the Fees for that Event paid by Exhibitor under this Contract less a pro rata rate adjustment based on costs incurred by SIIA in connection with the cancelled Event.

2. The following applies specifically with respect to a public health emergency if:

(1) the U.S. Centers for Disease Control and Prevention or the state or province where the Event Center is located, or the country(ies), state(s) or province(s) from which a majority of Event attendees are traveling, issues a regulation, advisory, notice, or warning (collectively, a "Notice") advising travelers to avoid travel to the city where the Event Center is located, avoid gatherings of the size contemplated by this Agreement, or to shelter in place/stay at home as a result of the public health emergency, and such Notice covers 30 days prior and/or the Event dates, and (2) as a direct result of such Notice, and either SIIA or the Company wish to modify this Contract, the requesting party will notify the other as soon as reasonably practicable, but in any event at least fourteen (14) days before the Event date. Upon receipt of such request, SIIA and the Company will commence good faith discussions regarding potential amendments to this Contract or SIIA and the Company may, as a matter of final resort, mutually agree to terminate this Contract without

liability if they agree that no suitable alternatives exist, and termination is in the best interest of both parties. Nothing in this paragraph is meant to limit SIIA's right to terminate this Contract in accordance with paragraph (1), *above*; *therefore*, if SIIA and the Exhibitor cannot reach an agreement to amend or terminate this Contract within fourteen (14) days of the date the request was received, SIIA may terminate the Contract in accordance with paragraph (1). This paragraph (2) will become null and void upon the World Health Organization's declaration that the COVID-19 pandemic has ended.

**GOVERNING LAW; JURISDICTION** - This Contract, and all matters arising out of or relating to this Contract, shall be governed by the procedural and substantive laws of the State of South Carolina, USA. Any legal action relating to this Agreement shall be instituted in a state or federal court in Greenville County, South Carolina. The parties irrevocably and unconditionally agree to submit to the exclusive jurisdiction of, and agree that venue is proper in, these courts in any such legal proceeding.

**CHILDREN** - Due to health and safety considerations, children under the age of 18 will not be admitted to the exhibit program or educational sessions.