

CAPPO EXHIBIT SPACE CONTRACT

TERMS & CONDITIONS

In submitting this application and contract, the exhibitor agrees to comply with all rules, restrictions and directives issued by the California Association of Public Procurement Officials Inc. (CAPPO), the Monterey Conference Center and Tri-Cord Exposition Services, Inc. in connection with the 2021 CAPPO Expo. This includes, but is not limited to, information contained in the CAPPO Exhibitor information provided, and the Rules and Regulations outlined below.

1. **Application and Contract for Exhibit Space:** Reservation, payment and acknowledgement for space at the 2021 Vendor Expo provides for acceptance by both parties of the terms and conditions herein.
2. **Eligibility to Exhibit:** CAPPO reserves the right to exercise its sole discretion in acceptance or refusal of applications. If an application is not accepted by CAPPO, all money will be returned to the applicant.
3. **Non-endorsement:** CAPPO does not endorse any programs, products or services on the Expo floor. The views expressed in Exhibitor materials do not necessarily reflect the official positions or policies of the CAPPO. No endorsement of Exhibitor's programs, product or services should be inferred.
4. **Terms of Payment:** Full payment of exhibit space is due at the time of booth selection/assignment. CAPPO will accept online credit card payment or check. *Platinum & Gold Partners, will be allowed to select booths prior to submitting partnership payments. Partnership payments should be sent directly to the CAPPO Office 3121 Park Ave. Suite C, Soquel, CA 95073.*

Partnership payment should be received no later than December 1, 2020 in order to receive all conference benefits and credentials for virtual booth components.

5. **Cancellation of Space:** Exhibitors wishing to cancel their exhibit booth space must inform the CAPPO Office at admin@cappo.org, of their intent in writing. A refund of 50% will be processed if the request to cancel is received before November 1, 2020. There will be no refund processed if the request to cancel is received after November 1, 2020. Any space not occupied by the opening of the vendor exposition on Wednesday January 6, 2021, may be reassigned without refund. Should CAPPO have to change the program from hybrid (in-person and virtual) to virtual only, CAPPO will refund to the exhibitor, the difference between the in-person booth price and the virtual booth price equaling \$445. If the conference goes full virtual and an exhibitor elects not to participate at all, they will be provided credit for level of booth or partnership they had already committed to towards the CAPPO 2022 Expo.

6. **Space Assignment:** CAPPO has contracted for Online Booth Reservation (OBR) which enables you as an exhibitor to login and select an available booth on the real-time floor plan. The system also allows you to pay through the same easy A2Z software solution providing a seamless registration system for 2021. For Platinum Partners, Pavilions have been added to the exhibit space based on requests. Assignments of suppliers within the Pavilion will be coordinated with each Platinum Partner. CAPPO reserves the right to relocate an Exhibitor for the benefit of the show. Reservations will be accepted until all available spaces are sold.
7. **Exhibit Installation, Storage and Removal:** Installation must be completed by the scheduled close of setup hours. In the event the Exhibitor fails to install its exhibit within the proper setup time, fails to pay the rental charges for space, or fails to comply with any provisions concerning the use of its exhibit space, CAPPO shall have and reserve the right to take possession of such booth space and reassign it without refund.
8. **Virtual Exhibits:** Exhibitors will be provided with the opportunity to attend training sessions to learn how to build out their online booths. Exhibitors will be provided access 30 days prior to the expo to begin building their booth. It will be the responsibility of each exhibitor to complete their virtual booth build out no later than January 4, 2021 when the CAPPO conference launches.
9. **Booth Activity Guidelines:**
 - a. Exhibitors shall arrange their exhibits as to not obstruct other exhibits. Aisles must be kept clear and exhibits arranged for adequate space. Exhibitors are required to contract for appropriate booth size for activities within their space. CAPPO show management reserves the right to require compliance and take corrective action if necessary.
 - b. Only (one) 1 exhibitor can exhibit per booth. No subleasing or sharing of booths shall be permitted.
 - c. Only registered attendees and exhibitors displaying the appropriate badges shall be permitted to enter the exhibit hall during convention activities.
 - d. Exhibitors, Affiliates, Attendees and/or Sponsors are not to arrange, plan, or otherwise involve attendees, themselves or their company in any activities outside of the conference schedule, from the starting of the conference, through the closing of the conference. Any individual violating this policy will be asked to leave the conference and may be put on probation (restricted from attending all CAPPO functions) for a minimum of one or more years. Examples of this are including but not limited to: planned parties/events in hotel suite(s), clubs & other venues on or off site that interfere or conflict with any conference planned or scheduled events.
 - e. All promotional materials are to be distributed or handed out at the exhibitor's booth only in-person or online (unless specific authorization has been given by

the conference chair in writing). Exhibitors are not allowed to have employees stationed at any other location in the exhibit hall distributing their material or handouts.

10. **Professional Conduct:** Exhibitors & their personnel are to treat all conference attendees, convention center staff, and CAPPO personnel involved with the conference in a professional and courteous manner. Argumentative and disruptive behavior is unacceptable and will not be tolerated.

11. **Food & Beverage Distribution:** The Monterey Conference Center has an onsite Catering program, and will be the exclusive food service and concessions provider for the Center. Exhibitors and other persons may distribute free samples of food items or beverages only upon the prior written consent of the Monterey Conference Center General Manager.

12. **Liability:** CAPPO, Monterey Conference Center, Monterey Marriott, the Portola Hotel and Spa, the City of Monterey, Tri-Cord Expo Services, Inc. and the employees or representatives of these organizations, will not be held liable for injuries to any person or for any loss or damage to property owned or controlled by the Exhibitor which claims for damage or injuries may be incident to, arise from, or be in any way connected with the Exhibitor's display. The Exhibitor expressly agrees to save and hold harmless CAPPO, the management of the Association and the owners of the Convention Center harmless against all claims, liabilities and losses for injuries to persons (including death) or damage to property arising in connection with Exhibitor's use of the exhibit space. Exhibitors desiring to insure their merchandise and display materials against loss of any kind must do so at their own expense.
 - a. Exhibitors will be responsible for any damage done to the building by them or their employees. Nails, tacks, or screws must not be driven into walls, floors, or woodwork.

13. **Insurance:** All Exhibitor property is to remain under its custody and control in transit to/from and within the confines of the Expo. Exhibitors shall carry their own insurance to cover exhibit material against damage and loss and public liability insurance against injury to the person and property to others. Certificates of insurance shall be furnished if requested by CAPPO. CAPPO shall not be obligated to carry any insurance for the benefit of the Exhibitor.

14. **Force Majeure:** In the event of any circumstances beyond the control of CAPPO, including acts of God, floods, fires, natural disaster, war, strike, or terrorism, or threat of war, strike, or terrorism, that render the holding of the Expo in the good faith opinion of the Association to be impractical, impossible, or inadvisable, CAPPO may, in its sole discretion, cancel the Expo and shall have no obligation to Exhibitor other than the return

of the unused prorated portion of the rental fee. Exhibitor releases CAPPO from any and all claims for damages which may arise in consequence thereof.

15. **Security:** Every reasonable precaution will be taken to protect property during the Expo. However, neither CAPPO, Official Service Contractor nor the management of the Monterey Conference Center will be responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism or other causes. CAPPO assumes no responsibility for any loss, damage or injury to any property of the Exhibitor or to any of its officers, agents, employees or contractors, whether attributable to accident, fire, theft or any other cause whatsoever.
16. **Official General Service Contractor:** Tri-Cord Expo Services, Inc. is the official general service contractor. Arrangements for furnishings, additional carpet, special booth decorations, signs or services may be made directly with them. They will also provide storage of exhibit equipment, transportation, packaging, etc. All such services are at the Exhibitor's expense. A link to their online Exhibitor Service Kit will be provided no later than August 2021, if not earlier. The general service contractor will have a manager on-site during installation and exhibit hours.
17. **Union Regulations:** To assist the Exhibitor in planning for the 2021 CAPPO Expo, the Exhibitor should be aware that union labor can be REQUIRED. Details will be provided to all exhibitors through Tri-Cord Expo Services, Inc.
18. **Amendments:** Any and all matters and questions not specifically covered by the preceding rules and regulations shall be subject to the decisions of CAPPO.