



# ALA's 2024 Sponsorship & Exhibit Contract Terms & Conditions

When used herein, the terms "User," "Exhibitor," "Sponsor" and "Exhibiting Company," "Exhibiting Tables" means the entity named under the heading "Company Information" on the preceding page.

## Payment Policy:

Payment in full is due upon receipt of the invoice.

## Eligibility to Exhibit:

ALA reserves the right to exercise its sole discretion in acceptance or refusal of exhibit and sponsorship without liability of any kind to the applicant. If an application is not accepted by ALA, all money paid will be returned to the applicant.

## Space Assignments:

All exhibit spaces/table displays will be located at the event venue unless otherwise specified. Dimensions on the floor plan (if applicable) are believed to be accurate but no guarantee is made as to the precise accuracy.

All exhibit space/table locations will be assigned by ALA prior to the conference dates.

ALA reserves complete authority for assignment or reassignment of space. Every effort will be made to ensure the best possible space for exhibitors. ALA reserves the right to relocate display areas at any time for the benefit of the exhibitor or for the betterment of the conference. Failure to pay an invoice in accordance with its terms may result in loss of booth assignment. Shared space or subletting of booths is prohibited.

## Cancellations:

Cancellations must be made in writing and receive approval from ALA through a mutually signed change order.

If space is canceled by Exhibiting Company, no refunds will be made. Any space not occupied by the opening day of the event for which special arrangements have not been made may be reassigned by ALA without obligation to make a refund. A reduction of the number or size of booths reserved is regarded as a cancellation, and the rules of cancellation will apply. Deposits received for canceled booths will not be applied to the remaining balance of other booths held.

## Collections:

Should the account be referred to a collection agency or attorney for any reason, Exhibiting Company and the undersigned agree to pay the contracted total, collection fees, and any and all lost discounts. Any account referred to a collection attorney will be restricted from future ALA events as determined by ALA.

## Nonendorsement:

The exhibiting of products or services at the conference does not constitute an endorsement by ALA. Exhibitors are not permitted to represent that their products or services have been endorsed by ALA unless ALA has specifically provided express written endorsement.

## Marketing Deliverables — Use of Pre- and Post-Conference Attendee Lists:

"User" (Exhibiting Company) may use the mailing list of pre-conference and post-conference attendees each for one time only. User will not copy the list or any portion thereof or extract or retain any information. User will not at any time permit any ALA list information to be distributed, in any format, to another person, association, organization, or company. Any prohibited use by user shall constitute a material breach of this contract and shall permit ALA, at its option to cancel this Agreement without further notice. In addition, User shall indemnify and hold harmless ALA from all liability, damages and costs that ALA may incur as a result of User's unauthorized use of such mailing lists or any part thereof. User may not send any promotional pieces to individuals on such lists without ALA's prior written approval. More instructions may be included when the mailing list is distributed.

## Advertising and Sponsorship Deliverables:

No advertising placement is guaranteed past the stated materials deadline. Upon exhibit space submission, email logo in an EPS format to [cbay-rep@alanet.org](mailto:cbay-rep@alanet.org). Logos submitted in alternate formats will not be included in signage onsite. Acceptance of this Agreement does not waive the right of the ALA to reject any Agreement for ad space or reject any advertising copy.

## Exhibit/Display Installation, Storage and Removal:

Installation must be completed by the scheduled close of setup hours. In the event that the Exhibitor fails to install their 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 the exhibit space, ALA may, at its option, take possession of such booth space and reassign without refund. Exhibitors shall not be permitted to store packing crates and/or boxes in or behind their booths during the exhibit area period. Properly marked storage may be arranged to be stored and returned to the booth by a service contractor. It is the exhibitor's responsibility to mark and identify their crates/cartons. Cartons and crates not properly marked or identified may be destroyed. ALA assumes no responsibility for the contents of improperly labeled cartons or crates.

Dismantling or packing up exhibit booths can begin only after the official close of the exhibit area based on designated and posted hours. Any infraction of the dismantling and packing regulations will result in the automatic loss of priority points and will affect future conference booth placement and/or eligibility to exhibit. All exhibits must be removed by the time noted in the Exhibitor Kit/ Instructions. The deadline for clearance of all materials from the exhibit area will be enforced. It is the responsibility of each Exhibitor to have material packed, identified, and cleared for shipment by such time. ALA may, at its discretion, dismantle, dispose of, store and clear from the premises any material goods, property or merchandise of any exhibitor who has failed to comply with the above requirements without liability for damage, spoilage or loss. Such work will be done at the sole expense of the Exhibitor.

## Use of Space:

**Table Display:** All table displays consist of an approximately 6'x30" table booths within an approximately 6'x5' space unless otherwise noted. No special signs, booth construction, apparatus, equipment, lighting fixtures, etc. will be permitted to extend above eight (8) feet in height. All display fixtures more than four (4) feet in height and placed within five (5) linear feet of an adjoining exhibit must be confined to that area of the exhibitor's space that is at least five (5) feet from the aisle line. Full use of the space is permitted, but the design of the tabletop area must allow see-through visibility and accessibility from all aisles. Exhibitors not following this protocol will be asked to dismantle their displays at their own expense. No refunds will be given on space or expenses. Graphics, products, or portions of the display are not permitted outside the confines of the table area unless supplied by ALA as sponsorship recognition or as part of a sponsorship. Exhibitors are required to keep their exhibit space neat and orderly at all times. Exposed parts of displays and/ or equipment must be finished in a workmanlike and neat manner, so an attractive appearance is presented when viewed from the aisles of adjoining booths. If an Exhibitor fails to cover or finish these areas, ALA may, at its option and discretion, complete such work at the expense of the Exhibitor.

**Subletting and Sharing of Space:** Subletting and sharing of space are permitted only for divisions of the same company, with pre-approval of ALA. The subletting and sharing of exhibit space are strictly prohibited to separate companies.

**Exhibit Staffing:** As a courtesy to the attendees and fellow exhibitors, it is important that exhibitors open their exhibits/displays on time each day. Exhibiting Company representatives must be physically present in their exhibitor's booth/display during all exhibit hours until the scheduled closing of the conference. Exhibiting Company representatives physically present in exhibitor's booth/display must be bona fide employees or distributors of the exhibiting company or members of their family. Exhibitors must display goods manufactured or dealt by them in their regular course of business, unless approved in advance by ALA.

Exhibitors will have access into the exhibit area at least one hour before the exhibits open each day. Exhibitors may remain in the hall for a half hour after the close of the exhibit area each day. Sponsor staff badges are non-transferable and can be used for internal staff only.

**Distribution of Products and Materials:** Distribution of advertising and other promotional materials is permitted within the confines of the allotted booth/ display space. Any Exhibitor found distributing promotional materials outside of their allotted booth/display space, not approved in advance by ALA, will be in violation of the conference rules and regulations. There are to be no retail sales on the show floor resulting in the exchange of currencies.

No firm or organization, individual or company without assigned exhibit space or special ALA approval will be permitted to solicit business or distribute promotional materials within the exhibit area. Any infringements of this rule will result in the prompt removal of the offending person(s) from the exhibit area, and the Exhibitor waives any and all rights for claims against ALA arising out of the enforcement of this rule.

ALA reserves the right to (i) restrict exhibits that, because of noise, method of operation, materials or for any other reason, are objectionable; (ii) prohibit or evict any exhibit that, in the opinion of ALA, may detract from the general character of the show. All demonstrations or other promotional activities must be within the limits of the exhibit booth/display.

**Booth/Display Activity:** Demonstrations or live interviews must be confined to the limits of the space contracted. The use of magicians, massage therapists, fortune tellers, dancers, mimes, puppet shows, or other entertainment of this nature is prohibited unless the exhibitor has written permission from ALA. If any of these demonstrations, activities or audio-visual sound effects disturbs neighboring exhibitors, results in the obstruction of aisles or prevents ready access to a nearby exhibitor's booth/display, ALA may, at its option, determine at what point sound must be discontinued. Exhibitors must take every reasonable precaution to minimize the noise of demonstrations or of operating sound devices. Heliumfilled balloons/devices or aerial devices/drones are not allowed in the exhibit area. Giveaways may not include stick-on decals or balloons. All booth/display decorations must be flameproof.

If inspection indicates neglect in complying with these regulations, or otherwise presents a fire hazard or danger, ALA may cancel all or such part of a display as may be irregular and effect the removal of same at the Exhibitor's expense. The Exhibitor is responsible for having a certificate of flame proofing actively in possession should booth/display decorations be questioned during inspection. Each Exhibitor is required to be familiar with and in compliance with all laws, ordinances and regulations pertaining to health, fire prevention and public safety.

**Liability and Insurance:**

Exhibitor agrees that it will indemnify, hold and save ALA, MCI USA, and all of their respective employees, including officers, directors, shareholders, agents, volunteers, contractors and members (collectively "Releasees") and the whole harmless, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against the Releasees and the conference venue on account of injury that may be incident to, arise out of, or be caused either proximately or remotely, wholly or in part, by any act, omission, negligence or misconduct on the part of the exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or any other person entering upon the premises leased hereunder with the express or implied invitation or permission of the exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation of the exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by the exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the premises leased hereunder.

The exhibitor covenants and agrees that in case the Releasees and/or the conference venue(s) shall be made a party to any litigation against the exhibitor or in any litigation commenced by any party other than the exhibitor relating to their lease or to the premises leased hereunder, the exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs and expenses, incurred by or imposed upon the Releasees, its agents and the conference venue(s) by virtue of such litigation. These terms of indemnification shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of the Releasees, or the conference venue(s). Exhibitors requiring the services of independent contractors must have prior approval of the Releasees and will be required to provide to the Releasees the appropriate certificates of insurance of said independent contractors. These certificates of insurance are required to be in possession of said contractors onsite at the conference at all times.

No exceptions will be made that will interfere with the orderly function or security of the conference or with obligations or commitments of the Releasees. All contractor personnel working within the conference venue(s) must be wearing, in an easily visible location, a photo identification badge issued by their employer or by the union dispatching the labor.

Exhibitors are required to carry liability insurance in an amount no less than \$2,000,000 and must always have said certificates with them during the conference. All property of the exhibitor is understood to remain under their custody and control, in transit to or from or within the confines of the exhibit area. Exhibitors are required to carry floater insurance against injury to the person or property of others and must be prepared to furnish a certificate of insurance to the Releasees. The Releasees and the conference venue(s)' insurance policies do not extend to cover liabilities of exhibitors.

**Health and Safety Notices:**

ALA prioritizes the safety and welfare of its meeting and conference attendees, exhibitors, partners, speakers, and team members. ALA policy is to adhere to the health and safety protocols in place at the time of the conference as determined by federal, state, and local authorities and the venue. Individuals are encouraged to take any additional precautions they deem necessary to achieve their desired personal level of safety and wellness.

ALA's health and safety requirements are based on guidance and recommendations issued by the U.S. Centers for Disease Control and Prevention and other public health authorities. We continuously monitor local, state, and federal public health guidance, directives and requirements and will update our health and safety requirements as necessary.

In order to care for our community, all ALA conference attendees must follow all health and safety protocols required by ALA, the venue, national and/or local authorities.

**Security:**

Reasonable precautions will be taken to protect property during the conference. However, neither ALA and the Official Service Contractor, nor the management of the conference venue(s), is responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes. Individual booth security is available at an additional fee to exhibitors, and it is strongly advised that exhibitors carry additional insurance for theft or damage to their displays or other personal property while such property is located at or is in transit to or from the conference. ALA 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. The Exhibitor expressly agrees to save and hold harmless MCI USA, ALA and all their respective employees, including officers, directors, shareholders, agents, volunteers, contractors and members (collectively "Releasees") from any and 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.

**Care of the Building and Equipment:**

Exhibitors and their agents shall not injure or deface the walls, floors or any part of the exhibit building, booth, materials or equipment of another exhibitor or the conference venue(s). If such damage appears, the Exhibitor causing such damages is liable to the owner of the property so damaged.

**Labor:**

Exhibitors are required to observe all contracts in effect between ALA, service contractors, the conference venue(s) and any labor organizations involved. All rules, regulations and restrictions will be outlined in the official Exhibitor Service Manual.

**Official Service Contractor:**

There may be an Official Service Contractor for the conference. In such instances the Official Service Contractor is in total charge of the exhibit area production. The Exhibitor shall provide only the material and equipment that are owned and are to be used in the exhibit space. All other items used in the booth are to be provided through arrangements with the assigned contractor. Payment for services provided to the Exhibitor by contractor is the responsibility of exhibitor. A link to the forms for ordering auxiliary services (Exhibitor Service Manual) will be supplied to exhibitors approximately 60 days prior to show time from the assigned Official Service Contractor (if applicable).

**Exhibitor's Authorized Representatives:**

The exhibit area is limited to individuals and companies that have contracted and paid for space assignments. Each exhibitor shall provide ALA with the names and titles of personnel in attendance at the conference on the appropriate exhibitor registration form included in the Exhibit Service Manual of order forms by the specified date.

Said representative shall be authorized to enter such service contracts as may be necessary on behalf of the exhibiting company, for which the Exhibitor shall be responsible.

The Exhibitor and representatives are required to wear an identification badge throughout the conference and while attending all ALA Conference related events. Badges are not transferable, and ALA reserves the right to withdraw the use of a badge used to gain admission to the conference by any person other than the one for whom it was issued.

No one under the age of 18 will be allowed in the exhibit area. No exceptions will be made. ALA reserves the right to refuse to admit and eject from the exhibit area, or from any space therein, any objectionable or undesirable person or persons; and on the exercise of this authority the Exhibitor, for itself, its employees and agents, hereby waives any right and all claims for damages against ALA.

**Food and Beverage Services:**

All arrangements for the provision of food and beverage in conjunction with exhibits must be approved in writing by the conference venue(s) caterer(s) (this includes bottled water as a giveaway). No alcohol is allowed in exhibit area or booths, except as approved by ALA. The conference venue(s) caterer(s) reserves the right to regulate the size and type of samples and giveaway items. Every food and beverage item in an exhibit booth/display must be provided by and approved by the official caterer in writing. Exhibitors that bring in outside food and beverages to their exhibits without permission risk forfeiture of their product and/or commissions and are subject to fees for doing so from the caterer. No selling of food or beverages is permitted.

**Social Functions/Special Events:**

Any exhibitor-held hospitality, function or social event must be pre-approved in writing. Please submit an Exhibitor Private Event Request form to seek approval

Social functions are allowed only during program-free hours and must not conflict with any of ALA's agenda, special programs, social and theme events associated with the conference. Failure to comply may result in loss of priority points or denial of participation in all future ALA conferences, meetings, and events. Exhibitors may not host a private event in locations that have been secured by ALA.

**Conference Postponement or Cancellations:**

ALA, in its discretion, shall have the right to postpone or cancel the Conference and Exhibition and shall not be liable in any way to the Exhibitor for losses resulting from such delay or cancellation. ALA will not be liable for the fulfillment of this contract as to the delivery of exhibit space if non-delivery is due to any of the following causes: By reason of the facility being damaged or destroyed by fire, act of God, global pandemic, terrorism, public enemy, war or insurrections, strikes, the authority of the law, or for any cause beyond ALA control. It will, however, in the event of its not being able to hold an exhibit for any of the above-named reasons, reimburse Exhibitor on a prorated basis for the amount already paid by Exhibitor for exhibit booth/display space.

**Complying with ALA Rules and Regulations:**

Exhibitor agrees to comply with all rules and regulations of ALA, the conference venue(s) and all other rules and regulations that apply to the host city and/or state. ALA will provide the conference venue(s) and its service providers with each exhibitor's contact information.

**Association of Legal Administrators Meeting Code of Conduct**

The Association of Legal Administrators (ALA) is committed to providing a safe, productive and welcoming environment for all meeting participants and ALA staff. All participants, including, but not limited to, attendees, speakers, volunteers, exhibitors, guests, ALA staff members and service providers, are expected to abide by this Meeting Code of Conduct whether participating in-person or virtually.

**Compliance with Antislavery and Human Trafficking Laws**

In performing its obligations under the agreement, the Exhibiting Company shall:

- Comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes in force including but not limited to the Modern Slavery Act 2015; and have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance.
- Not engage in any activity, practice or conduct that would constitute an offense under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice, or conduct were carried out in the UK.
- Include in its contracts with its direct subcontractors and suppliers anti-slavery and human trafficking provisions that are at least equivalent to those set out in this clause.

The Exhibiting Company warrants and represents that neither the Supplier nor any of its officers, employees or other persons associated with it has been convicted of any offence involving slavery and human trafficking; and having made reasonable inquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

The Exhibiting Company shall notify ALA as soon as it becomes aware of:

- any breach, or potential breach, of this clause
- any actual or suspected slavery or human trafficking in a supply chain which has a connection with this contract

**Amendments:**

Any and all matters and questions not specifically covered by the preceding regulations shall be subject to the decision of ALA. This contract shall be binding on Exhibitors equally with the foregoing conditions. Exhibitors shall be notified in writing of any amendments to these regulations.

This agreement is governed by the applicable statutes of the host state.

This document contains the entire agreement between the parties.