

2022 [margins.] Bookfair Exhibitor Agreement

By purchasing exhibit space at the 2022 [margins.] Conference & Bookfair (the “Bookfair”), the PURCHASER of exhibit space (the “Exhibitor”) automatically agrees to the terms and conditions as detailed in the Bookfair Exhibitor Agreement.

The following terms and conditions, together with the documents referenced herein, form the Bookfair Exhibitor Agreement (the “Agreement”) between the [margins.] Conference by The Word, A Storytelling Sanctuary, Inc. (“[margins.]”) and the Exhibitor. [margins.] reserves the right to render, in its sole and absolute discretion, all interpretations and decisions in connection with the Agreement and to establish further regulations binding upon the Exhibitor as may be deemed necessary to the general success and well-being of the exhibition and/or any person(s) affiliated therewith. [margins.]’s decisions and interpretations shall be final in all cases. Exhibitors that fail to abide by any or all parts of this agreement may forfeit any fees paid to [margins.] and void their right to exhibit at the Bookfair at the sole discretion of [margins.].

Reasons for Termination of Exhibitor Privileges

Rules, Regulation & Quiet Enjoyment. The Exhibitor agrees to abide by the rules of [margins.], the McNichols Building, and all of the hotels contracted by [margins.], as well as any other applicable rules, regulations, codes, or standards. The Exhibitor agrees to abide by all of the [margins.] contracted venue’s standards, codes of conduct, and regulations, including regulations governing the distribution of food, beverages, alcoholic beverages, and proper use of exhibit space and display materials, including banners, posters, signs, and flyers. The Exhibitor acknowledges that violation of these regulations may result in the Exhibitor being removed from the exhibit hall by [margins.] or the venue and barred from exhibiting without refund of the Exhibitor’s exhibit purchase price. The Exhibitor likewise agrees that all exhibitors and patrons of the Bookfair have the right to enjoy the Bookfair equally.

Exhibitor Attendance. To maintain the integrity of the exhibit hall, neighboring displays, and décor, the Exhibitor must have display items in place within its designated space, or have a representative present in the Bookfair, by the opening time of posted bookfair hours. If the Exhibitor is not present by 9:00 AM on Saturday, August 6, 2022, their purchase fee will be deemed a nonrefundable, canceled reservation, and the applicable exhibit table(s) and/or booth(s) will be removed. Exhibits may not be dismantled before the close of posted bookfair hours on the last day of the Bookfair, Sunday, August 7, 2022. Requests for approval of an early departure must be in writing and approved by [margins.].

Exhibitor Information. All information on the [margins.] website, or provided to the Exhibitor by [margins.], is considered proprietary, and may not be distributed or sold by the Exhibitor without the express written permission of [margins.]; this includes the exhibitor list. Any violation of this policy will be considered a material breach of the

Exhibitor's Agreement and may result in the Exhibitor being removed from the exhibition hall and barred from exhibiting without refund of the Exhibitor's exhibit purchase price, and the refusal of future opportunities to exhibit at the Bookfair for a period of time to be determined by [margins.].

Copyright & Trademark Permissions. Exhibitors agree, to the best of their knowledge, that their exhibit spaces do not violate any proprietary or personal rights of others (including any copyright, trademark, and privacy rights), are factually accurate, and contain nothing defamatory or otherwise unlawful. Exhibitors have full authority to enter into this agreement and have obtained all necessary permissions or licenses from any individuals or organizations whose material is included or used in an exhibit space. Exhibitors warrant their materials are original or properly licensed and agree to defend and indemnify potential copyright infringement claims.

Pamphlet & Flyer Distribution. The Exhibitor may only distribute and display printed/promotional materials at its designated Bookfair exhibit. The Exhibitor shall not under any circumstances distribute printed/promotional material under hotel guestroom doors, on any guestroom floors. Further, the Exhibitor shall not distribute such material in meeting rooms or any area in the McNichols Building unless the Exhibitor has received written approval from the event moderator or is taking part in the event that is taking place in such meeting rooms at the time of distribution. Unauthorized distribution of such materials will be considered a material breach of the Exhibitor's Agreement and warrants termination by [margins.] of the Exhibitor's rights and privileges hereunder, including removal of related exhibits without refunds. The Exhibitor must abide by the venue's regulations regarding display or distribution of printed materials both in the exhibit halls and throughout the convention center and hotel.

Exhibitor Cancellation Policy

The Exhibitor shall forfeit all registration fees if the Exhibitor cancels the reservation for exhibit space. If the Exhibitor is not present by 9:00 a.m. on the first day of the Bookfair, the purchase will be deemed nonrefundable and canceled, unless other arrangements are made in writing in agreement with the event moderator prior to that time. In the event of cancellation, the applicable exhibit table(s) and/or booth(s) will be removed from the Exhibit Hall.

Individual Registrations

All attendees must be registered in order to attend the [margins.] Conference & Bookfair. Any person, delegate, accompanying person, student, media representative, speaker, or exhibitor who is present at the [margins.] Conference & Bookfair is considered an attendee and automatically agrees to the Attendee Terms & Conditions.

Each large exhibit space includes three exhibitor access badges that include full conference registration; each exhibit table space includes two exhibitor access badges

that include full conference registration; each shared exhibit table space includes one exhibitor access badge that includes full conference registration. All additional exhibitor staff will be required to register as [margins.] conference attendees at the rates published by [margins.]. Individual registrations are nonrefundable.

Non-assignment

The Exhibitor shall not, without the prior written consent of [margins.], assign, sublet, or apportion the space assigned to it to any other exhibitor, entity, or person(s). Exhibit space at [margins.]'s Bookfair is nontransferable, and may not be sold, bartered, or given as a gift privately without the prior written consent of [margins.]. No transfer made without [margins.]'s prior written consent shall be recognized by [margins.]. The Exhibitor cannot sell Author Signings or charge any fee for an author to utilize one of their Author Signings.

Fire, Safety, & Health Regulations

The Exhibitor agrees to comply with local, city, and state laws, ordinances, and regulations and the regulations of the owner covering fire, safety, health, and all other matters. [margins.] warrants that it has sought and obtained approval from local fire and safety officials for all Bookfair exhibits. Any changes made to exhibit space by the Exhibitor that creates new, unsafe conditions may be removed immediately by [margins.] or its agents, and any damage caused, or liability created by such changes to exhibit space, or caused by the removal of such changes by [margins.], shall be the sole responsibility of the Exhibitor. No combustible materials shall be stored in or around the exhibit booths. No human or animal fluids, tissues, and/or hair or other biological materials may be collected or distributed on conference premises.

Injury & COVID-19 Liability Waiver

The Exhibitor assumes all risks and accepts sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense of any kind that attendee may experience or incur in connection with the [margins.] Conference and Bookfair. The Exhibitor hereby releases, covenants not to sue, discharges, and holds harmless [margins.], its employees, agents, and representatives, of and from any such claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto.

Specifically relating to the global COVID-19 pandemic, the Exhibitor acknowledges the highly contagious nature of COVID-19 and voluntarily assumes the risk of exposure or infection by attending the [margins.] Conference and Bookfair, and that such exposure or infection may result in personal injury, illness, disability, and/or death to the Exhibitor's representatives. The Exhibitor understands the risk of becoming exposed to or infected by COVID-19 at the [margins.] Conference and Bookfair may result from the actions, omissions, or negligence of others who may attend the event or their families, colleagues, or others with whom they may have contact. Accordingly, the Exhibitor understands and agrees that this release includes any claims based on the actions, omissions or negligence of [margins.], its employees, agents, and representatives,

whether a COVID-19 infection occurs before, during, or after participation in the Conference and Bookfair. In addition to all other rules and regulations relating to the Exhibitor's attendance at the Conference and Bookfair, the Exhibitor agrees to comply with all COVID-related procedures that may be implemented by [margins.], the McNichols Civic Center, the City and County of Denver, and any other relevant body, including, but not limited to, mask-wearing and social distancing requirements and restrictions on certain activities that carry higher COVID-related risk, in order to protect as much as possible the health and safety of all Conference and Bookfair attendees.

Indemnity

To the extent permitted by law, the Exhibitor agrees to protect, indemnify, defend, and hold harmless [margins.], the venue, and their respective employees, officers, directors, and agents against all claims, losses, or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees) arising out of or connected to the actions or failure to act in accordance with the terms of this Agreement by the Exhibitor, its employees, officers, directors, or agents, except those claims arising out of the other party's gross negligence or willful misconduct.

Security

[margins.] will provide security personnel during the hours the exhibition is not in operation, but the furnishing of such services shall not imply or construe any assumption of the obligation and/or duty with respect to the protection of the property of the Exhibitor, which shall at all times remain in the sole possession and custody of the Exhibitor. Neither [margins.] nor the venue shall be liable in any event for any loss of or damage to property of the Exhibitor or its employees or agents.

Services

It is mutually understood and agreed that [margins.] will provide each Exhibitor with the following services free of additional charge: installation of tables and chairs as described in the Exhibitor Rates and Opportunities information sheet, identification signs for the [margins.] Conference and Bookfair, program and/or planner listing if submitted by the deadline date, general hall cleaning, and hall security services.

Sales Tax

The Exhibitor agrees to comply with all federal, state, and municipal regulations governing sales taxation and collection. Timely payment of sales tax, if applicable, is the sole responsibility of the Exhibitor. [margins.] is not authorized to provide the Exhibitor with tax instructions or offer any advice in completing any necessary tax forms.

Entire Agreement

This Agreement, together with the documents referenced herein, represents the sole agreement between the parties relating to this subject matter and may only be amended in writing by an agreement signed by [margins.] or its respective designees, except that neither [margins.] nor any of its respective designees shall have the right to

alter the economic terms of this Agreement with the Exhibitor without the Exhibitor's consent. This provision does not, however, preclude [margins.] from establishing additional rules and regulations in [margins.]'s sole and absolute discretion. The Exhibitor understands that this Agreement may not be amended orally and that [margins.] staff members do not have the authority to amend or alter the terms of this Agreement in any way other than as specifically outlined in this Agreement.

Severability

In the event that any provision of this Agreement shall be held invalid, the remaining provisions of this Agreement shall continue to apply to the maximum extent allowed by law.