

2023 Region II Head Start Association Conference

10/16/23-10/19/23

Exhibit Space Agreement

Final payment of any remaining balance must be received by the Region II Head Start Association no later than Noon on October 16, 2023.

ALL AMOUNTS PAID TO Region II Head Start Association PURSUANT TO THIS APPLICATION AND AGREEMENT SHALL, UPON ACCEPTANCE BY Region II Head Start Association BE NON-REFUNDABLE EXCEPT AS SET FORTH IN SECTIONS 4, 6, AND 13 OF THE TERMS AND CONDITIONS CONTAINED WITHIN THIS APPLICATION AND AGREEMENT. ONCE THIS APPLICATION IS ACCEPTED BY Region II Head Start Association, APPLICANT SHALL BE LIABLE FOR THE TOTAL PAYMENT DUE, WHETHER OR NOT APPLICANT ACTUALLY PARTICIPATES IN THE EVENT OR USES THE FULL SPACE OR NUMBER OF BOOTHS TO WHICH IT IS COMMITTING IN THIS APPLICATION AND AGREEMENT.

Payment may be made in three ways:

1. A check sent to Region II Head Start Association at 86 Wyckoff Ave. PO BOX #283 Brooklyn, NY 11237
2. A credit card payment processed via the online registration system – available at region2headstart.org/2023
3. A check delivered at the 2023 Conference Registration Desk prior to Noon on October 16, 2023

TERMS AND CONDITIONS

1. Definitions. The term "**Event**" means the 2023 Region II Head Start Association Conference currently scheduled to be held on October 16, 2023 through October 19, 2023 (the "**Event Date(s)**") at The Royal Sonesta 5961 Av. Isla Verde, Carolina, 00979, Puerto Rico (the "**Venue**"). The term "**Organizer**" means Region II Head Start Association and its contractors. The term "**Applicant**" means the company that has applied for Exhibit Space by submitting this Application and Agreement. The term "**Venue Management**" means the manager of the Venue.

2. Acceptance and Agreement. This Application and Agreement, when properly executed by Applicant and accepted by Organizer ("**Agreement**"), constitutes a valid and binding agreement between the Organizer and the Applicant for Applicant to provide space or booth(s) at the Event.

3. Assignment of Space. Upon acceptance, Organizer will attempt to place Applicant in a requested space and location, but no guarantee can be given as the ultimate location of the Applicant. Space will be allocated on a first-come, first-served basis. Organizer in its sole discretion reserves the right to add, alter, or delete from the floor plan at any time in its sole discretion. Should circumstances make it necessary, in Organizer's sole discretion, it may move an already allotted space from one place to another, close or alter the location of any exits or entries, carry through any structural alterations, or make any other changes it deems appropriate in its sole discretion. If the contracted space is reduced by such changes, Applicant's fee will be adjusted proportionately. Organizer shall not be liable for errors in acceptance of application or allocation of space.

4. Date(s) of Event. Event dates are stated above. Organizer has the right to postpone, shorten, or cancel the Event. In the event of postponement or shortening of the Event, this Agreement shall be deemed valid for the new dates and duration and confers no right on the Applicant to withdraw from the Agreement. If the Event is canceled by Organizer, the Agreement will be terminated with no liability to Organizer except that Organizer shall be obligated to refund fees paid by Applicant, as required by the provisions of Section 13.

5. Application for Space and Terms of Payment. Application for exhibit space is made by returning the duly signed Agreement to Organizer. Applicant shall not assign, sublease, sublicense, or otherwise grant rights to a third party for use of the exhibit space without the prior written consent of Organizer, which consent may be denied in its sole discretion. Any purported assignment, sublease, or sublicense in violation of this Section shall be null and void. No assignment, sublease, or sublicense shall relieve Applicant of any of its obligations hereunder.

6. Withdrawal from Participation. Withdrawal from the Event is possible only under the following conditions: If notification of withdrawal and reason for withdrawal are submitted in writing and received by Organizer no later than **60 days prior to the event**, Applicant will, as liquidated damages, forfeit all payments made or due up to the date of withdrawal notification. If notification of withdrawal and reason for withdrawal are submitted in writing and received by Organizer within the time frame of **60 days prior to the event**, Applicant remains, except as otherwise set forth in this Section 6, fully liable, as liquidated damages, for the total package price set forth on the reverse side, plus any extra costs incurred by Organizer as a result of the withdrawal (including, but not limited to any structural changes to the event floor plan or relocation of other participants necessitated by the cancellation). Organizer may, but shall not be obligated to, resell canceled space to another applicant but will give priority to filling any still-available space, before attempting to repurpose the Applicant's space. If Organizer succeeds in reselling canceled space to another applicant, it has the right to retain, as liquidated damages, one-third of the total package price contracted for by Applicant. No refunds of any kind will be made for withdrawal within 60 days of show opening, even if Organizer succeeds in reselling the canceled space to another applicant.

7. Rules and Regulations. Applicant will abide by all rules and regulations regarding the construction, maintenance, and tear-down of the exhibit space, as well as any rules and regulations promulgated, from time to time, by the Venue or local government. Organizer reserves the right to determine the suitability and appropriateness of all exhibits and the attire and conduct of all exhibit personnel and to regulate the same at its sole discretion. Applicant

must provide the necessary safety items to protect attendees, other exhibitors, and all others from operable equipment or from any other material, processes, or operations that might cause bodily harm. Applicant will not discriminate against any person in connection with admission to its booth, services rendered or privileges offered, on the basis of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion, or national origin.

8. Event Management, Exhibit Construction, and Tear-Down. Organizer will manage and coordinate all aspects of the Event space and may appoint any subcontractors or outside sources of supply as it deems fit to assist it in carrying out this responsibility. If Applicant is not set up by Noon on October 17th, Organizer reserves the right to re-assign the allocated space to another applicant or to make other use of the space as it deems appropriate, in its sole discretion. The cost for any such re-assignment or allocation will be solely Applicant's responsibility. Exhibits are to be kept intact until the Event ends, as listed in the Event Schedule. All exhibits must be dismantled and removed from the facility by the time described in the Event Schedule.

9. Quality, Character, and Construction of Exhibit. Applicant shall cause its exhibit to display its products or services tastefully as determined by Organizer in its sole discretion. Applicant shall limit its advertising, marketing, and distribution of samples and printed materials of any kind to its own exhibit space. The aisles, passageways, and overhead spaces remain strictly under Organizer's control, and no exhibit materials or equipment, including but not limited to signs, decorations, banners, advertising materials, and special exhibits, are permitted in any of these spaces without Organizer's express, written permission. Applicant shall construct its exhibit in conformity with law, and the Venue's rules. Applicant shall change or alter its exhibit at the request or instruction of Organizer or the Venue. Organizer reserves the right to reject or later remove an exhibit based on, without limitation, Organizer reserves the right to restrict or remove any exhibit that Organizer, in its sole discretion, believes is objectionable or inappropriate.

10. Event Security. While the Venue may provide perimeter security for the Event area during the Event, it is under no obligation to do so, and any security provided by the Venue may be discontinued at any time. Whether or not such security is provided, Applicant shall be solely responsible for the protection of its property and its confidential and proprietary information, and for obtaining insurance with respect thereto. Organizer shall, in any event, have no obligation to provide security services and makes no representation or warranty whatsoever, and disclaims all liability with respect to security of the premises or Applicant's goods or equipment. Applicant hereby releases and shall hold Organizer harmless with respect to the same.

11. Limitation of Liability and Timing of Claims. IN NO EVENT SHALL ORGANIZER OR VENUE OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, AFFILIATES, AND ASSIGNEES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THEIR ACTS OR OMISSIONS OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE

FORESEEABLE, (B) WHETHER OR NOT ORGANIZER OR THE VENUE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL ORGANIZER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO ORGANIZER PURSUANT TO THIS AGREEMENT. CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT MUST BE MADE IN WRITING WITHIN THIRTY DAYS AFTER THE LAST DAY OF THE EVENT, AND FAILURE TO GIVE SUCH NOTICE SHALL CONSTITUTE A WAIVER OF ANY CLAIMS.

12. Indemnification. Applicant shall indemnify, hold harmless, and defend the Organizer and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including [reasonable] attorneys' fees, that are incurred by Indemnified Party (collectively, "**Losses**"), arising out of or resulting from (a) injury to the person, property, or business of any person in connection with Applicant's conduct of its exhibit, (b) Applicant's construction or maintenance of an unsafe exhibit, (c) any act, omission, negligence, fault, violation of law or ordinance, or misconduct of Applicant, its employees, subcontractors, invitees or agents, or any breach by Applicant of any agreements, covenant, promises or other obligations under this Application and Agreement, (d) Applicant's participation or presence at the Event and/or use of any of the Event facilities, (e) Any claim brought by any of its employees, agents, contractors, or invitees against an Indemnified Party in connection with such activity, or (f) Applicant's actual or alleged infringement of the patent, trademark, copyright, or any other intellectual property rights of a third party including any claim resulting from the use of copyrighted music, dramatic materials, or other property which is used by Applicant in connection with the Event.

13. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Applicant to make payments to Organizer), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") [reasonable] control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, hurricane, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; [and] (f) national or regional emergency; [and] [(g) strikes, labor stoppages or slowdowns, or other industrial disturbances;] [and] [(h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials;] [and] [(i) other [similar] events beyond the [reasonable] control of the Impacted Party].

The Impacted Party shall give notice within 30 days of the Force Majeure Event to the other party, stating the length of time the occurrence is expected to continue. The Impacted

Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If the Impacted Party's failure or delay remains uncured for a period of 30 [consecutive] days following written notice, either party/the other party may thereafter terminate this Agreement upon 20 days' written notice. If Organizer cancels the event due to a Force Majeure Event, it shall refund to Applicant a pro-rata share of any refunds Organizer receives from its subcontractors but shall have no other liability to Applicant for the cancellation. Organizer shall have no obligation to refund or provide any other relief to Applicant if Applicant has withdrawn prior to cancellation of the Event by Organizer.

14. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. [Upon a determination that any term or provision is invalid, illegal or unenforceable, [the parties hereto shall negotiate in good faith to/the court may] modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.]

15. Choice of law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and to be construed in accordance with, the laws of the State of Virginia, United States of America, including VIRGINIA STATUTE(S), without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Virginia.

16. Choice of Forum. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement and all contemplated transactions[, including, but not limited to, contract, equity, tort, fraud, and statutory claims], in any forum other than Eastern District of Virginia or, if such court does not have subject-matter jurisdiction, the courts of the State of Virginia sitting in Fairfax County, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and shall bring any such action, litigation or proceeding only in THE EASTERN DISTRICT OF VIRGINIA or, if such court does not have subject-matter jurisdiction, the courts of the State of VIRGINIA sitting in FAIRFAX COUNTY. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

17. No Representations or Warranties; Rules and Regulations; Entire Agreement. Organizer makes no representations or warranties, express or implied, regarding the number, quality, or character of persons who will attend the Event or regarding any other matters. Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this Agreement or set forth in the Event Manual are subject to Organizer's sole discretion. Organizer may adopt, amend, or revoke any established rules and regulations from time to time, on reasonable notice to Applicant. Any such rules or regulations, including but not limited to

those in the Event Manual or any communication from Organizer to Applicant are hereby incorporated in this Agreement and have the same effect as if set forth herein. This Agreement, including but not limited to the Event Manual and any additional rules or regulations adopted by Organizer, states the entire agreement between the parties and may not be amended without Organizer's written consent.