



## Application and Agreement for Table Sponsorship 2022

Instructions: Complete all information below, sign and return to CEDIA.

Email: [jlarsen@cedia.org](mailto:jlarsen@cedia.org) | Fax: 317.893.7115 | For personal assistance, please call 317.735.4053

### TABLE SPONSOR INFO (PLEASE PRINT)

Company (Table Sponsor) \_\_\_\_\_

Table Sponsoring As \_\_\_\_\_

*This is for companies with subsidiaries. Restrictions may apply.*

Product Category \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Web Address \_\_\_\_\_

Main Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

A/P Contact \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Other Contact \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Share Space with \_\_\_\_\_

*Sharing is very limited, and restrictions may apply. Sharing company must also submit a separate Application and Agreement for Display Space.*

### TABLE SPONSORSHIP

- The core Table Sponsors are those that use independent manufacturer reps. Value added vendors that have products/services that do not compete with rep products may be eligible for the Tech Summit. Table Sponsor approval is at the sole discretion of CEDIA.
- Table Sponsorships include a six-foot table or the equivalent space (if a table is not needed). Sponsors can not expand beyond a six-foot radius including signage.
- Table Sponsors may not share space (unless approved in advance and in writing by CEDIA).

#### Participation fee includes:

- A table/space each day of the event. The on-site staff will assign the location of the table on the day of the event (usually in a hotel ballroom setting).
- Product transport between venues when it is a two-city event. Size and quantity limitations may apply. If you have large, bulky items, and/or a large number of boxes, please coordinate with CEDIA prior. Fees may apply.
- Ability to have one-on-one conversations with prospective and current dealers, and gain access to those that would not otherwise be available. Networking with industry associates.
- Table Sponsor signage, event signage, and other marketing of your company to the attendees via websites and outreach.
  - Backdrop Signage should not exceed 6' wide by 8' tall
- Placement on the Tech Summit website with a link to your website, as well as the related rep, provided info is sent at least 30 days prior to event.
- Lunch and morning coffee service on display days.
- Basic wireless Internet access on the display floor (Bandwidth may vary. See organizer if you have specific needs).
- Basic wall/floor power. If you need power strips and/or extension cords, please bring them. If you need higher power such as a power drop, please arrange prior with CEDIA. Additional fees may apply.
- Storage of a limited number of boxes at the venue(s). Freight and storage policy below.
- Generic labels (not UPS, FedEx, etc.) and tape to prepare your display material to leave the hotel. Table Sponsors make their own arrangements to get the display material to and from the events. We suggest you arrange this in advance.

Special Requests \_\_\_\_\_

- Table Sponsoring Objective:  Brand Awareness  New Product Launch  Lead Generation  
 (Check all that apply)  Increase Market Share  Build New Relationships  Strengthen Existing Relationships  
 Gain Better Understanding of Custom Integration Channel  Other \_\_\_\_\_

## **TABLE SPONSORSHIP**

### **Pricing**

CEDIA Members

\$1,295 Per Event/ Per Sponsor/ Per Table

Non-Members

\$1,495 Per Event/ Per Sponsor/ Per Table

Become a member and save up to \$2,200!

### **PAYMENT INFORMATION**

Standard: Payment in full must be received no later than 45 days before event.

### **Event Dates**

| <b>Date</b>                                      | <b>Location(s)</b>          | <b>Event</b>                       | <b>Number of days</b> |
|--|-----------------------------|------------------------------------|-----------------------|
| March 15 <sup>th</sup> & 17 <sup>th</sup> 2022   | Long Island, Newark         | NY/NJ Tech Summit                  | 2 date event          |
| April 12 <sup>th</sup> & 14 <sup>th</sup> , 2022 | Reston/Valley Forge         | Philadelphia PA/DC Summit          | 2 date event          |
| May 24 <sup>th</sup> & 26 <sup>th</sup> , 2022   | Atlanta, Charlotte          | Georgia/North Carolina Tech Summit | 2 date event          |
| September 8 <sup>th</sup> , 2022                 | Toronto (Separate contract) | Canada Tech Summit                 | 1 date event          |
| October 18 <sup>th</sup> , 2022                  | Denver                      | Denver Tech Summit                 | 1 date event          |
| November 1 <sup>st</sup> & 3 <sup>rd</sup>       | Irvine, Woodland Hills      | California Tech Summit             | 2 date event          |
| December 6 <sup>th</sup> & 8 <sup>th</sup> 2022  | Tampa, Fort Lauderdale      | Florida Tech Summit                | 2 date event          |

### **PRICING – FREIGHT AND STORAGE**

Policies and charges for incoming/outgoing freight, and short-term storage from the hotel venues vary. As such, Table Sponsor may be charged for certain items, after the event. If you and/or your rep bring in and remove equipment on your own on set-up/tear-down days, this section does not apply.

- Four (4) or FEWER boxes per Table Sponsor table                      Complimentary
  - Each box over four (4)    \$10.00 per box
  - Crates    \$100.00 per crate
  - Pallets (please avoid)    \$150.00 \$200.00 per crate
- Note that the charges are per box, so using larger, but manageable boxes for multiple items may help.
- Please mark the boxes clearly with “Technology & Business Summit” (or Tech Summit) and include your company name and contact.
  - **Boxes or other items may not arrive more than three days prior to first event and will be held for only one day after the event at second venue. Items should not arrive any earlier than the three business days before the event. (Friday arrival is ideal if first event is on Tuesday.)** Arrange for pick up the day after second event. Storage space is typically limited.
  - On the late afternoon/evening before or early morning of the event, the boxes will be accessible for setup. Please see on-site CEDIA staff for specifics.
  - Your table will have a sign with your company name. If there is a different event earlier that day, the hotels usually do a good job of preparing the room for us but realize that there could be delays.

### **PRICING –**

#### **Sponsor Presentations**

- Presentations limited to 4 Sponsors per city due to schedule
- Class Duration / 55 minutes (\$495)
- Session title: \_\_\_\_\_

### **PRICING – PIPE AND DRAPE FOR LOW LIGHT AREA**

- This is for projector and screen manufacturers that choose to participate in this area. If you are NOT participating in the low light area, you can skip this section.
- We rent pipe and drape and make “rooms” on or near the display floor that are approximately 10w x18d.
- Maximum screen size is 120" diagonal (10 feet wide physically).
- **Screen needs to be on a stand and nothing can be hung on walls.**
- Area is low light, typically not a separate room (depending on venue). Some light bleed through should be expected.
- Normal participation fees apply plus the pipe and drape fee.
- **The rooms are meant to be shared with one projector and one screen manufacturer. We help pair the manufacturers and rooms may be shared with companies from different rep and/or distributor firms.**
- Space is limited and first come, first served.

The pipe and drape “room” is \$250. The fee for each manufacturer is an additional \$250 per event day

## PARTICIPATION CHOICES AND CONFIRMED EVENTS FOR 2022

- Please check boxes of the events that you are committing to participate in.
- Please add the fees using the columns on the right
- If Table Sponsor would like more than one table, please note next to applicable events and we will contact you.

Please note that this does not include any freight and storage costs nor lodging expenses.

**New York/New Jersey Tech Summit** – (\$2,590 for members) (\$2,990 for non-members) \$ \_\_\_\_\_  
 March 15<sup>th</sup> in Long Island, NY, March 17<sup>th</sup> in Newark, NJ (Counts as two dates and must participate in both)

Independent Rep in Territory: \_\_\_\_\_ Contact: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Attending Table Sponsor Employee: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Sponsor Presentation Add \$495 \$ \_\_\_\_\_  
 (Limited to only 4 vendors per city due to schedule)

Pipe and Drape needed? Add \$250 \$ \_\_\_\_\_  
 (For projector/screen low light area and only, check if "Yes")

**PA/Washington DC Tech Summit** – (\$2,590 for members) (\$2,990 for non-members) \$ \_\_\_\_\_  
 April 12<sup>th</sup> in Reston, VA, April 14<sup>th</sup> in Valley Forge, PA (Counts as two dates and must participate in both)

Independent Rep in Territory: \_\_\_\_\_ Contact: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Attending Table Sponsor Employee: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Sponsor Presentation Add \$495 \$ \_\_\_\_\_  
 (Limited to only 4 vendors per city due to schedule)

Pipe and Drape needed? Add \$250 \$ \_\_\_\_\_  
 (For projector/screen low light area and only, check if "Yes")

**Georgia/North Carolina Tech Summit** – (\$2,590 for members) (\$2,990 for non-members) \$ \_\_\_\_\_  
 May 24<sup>th</sup> in Atlanta, GA, May 26<sup>th</sup> in Charlotte, NC (Counts as two dates and must participate in both)

Independent Rep in Territory: \_\_\_\_\_ Contact: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Attending Table Sponsor Employee: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Sponsor Presentation Add \$495 \$ \_\_\_\_\_  
 (Limited to only 4 vendors per city due to schedule)

Pipe and Drape needed? Add \$250 \$ \_\_\_\_\_  
 (For projector/screen low light area and only, check if "Yes")

**Denver Tech Summit** – (\$1,295 for members) (\$1,495 for non-members) \$ \_\_\_\_\_  
 October 18th in Denver, Colorado

Independent Rep in Territory: \_\_\_\_\_ Contact: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Attending Table Sponsor Employee: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Sponsor Presentation Add \$495 \$ \_\_\_\_\_  
 (Limited to only 4 vendors per city due to schedule)

Pipe and Drape needed? Add \$250 \$ \_\_\_\_\_  
 (For projector/screen low light area and only, check if "Yes")

**Southern California Tech Summit** – – (\$2,590 for members) (\$2,990 for non-members) \$ \_\_\_\_\_  
 November 1<sup>st</sup> in Irvine, CA, November 3<sup>rd</sup> in Woodland Hills, CA (Counts as two dates and must participate in both)

Independent Rep in Territory: \_\_\_\_\_ Contact: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Attending Table Sponsor Employee: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Sponsor Presentation Add \$495 \$ \_\_\_\_\_  
 (Limited to only 4 vendors per city due to schedule)

Pipe and Drape needed? Add \$250 \$ \_\_\_\_\_  
 (For projector/screen low light area and only, check if "Yes")

**Florida Tech Summit** – (\$2,590 for members) (\$2,990 for non-members) \$ \_\_\_\_\_  
 December 6<sup>th</sup> in Tampa, FL, December 8<sup>th</sup> in Fort Lauderdale, FL (Counts as two dates and must participate in both)

Independent Rep in Territory: \_\_\_\_\_ Contact: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Attending Table Sponsor Employee: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Sponsor Presentation Add \$495 \$ \_\_\_\_\_  
 (Limited to only 4 vendors per city due to schedule)

Pipe and Drape needed? Add \$250 \$ \_\_\_\_\_  
 (For projector/screen low light area and only, check if "Yes")

**Total for all events and options** \$ \_\_\_\_\_

**Pricing includes paying for all events and add-ons at one time.**

**PAYMENT METHOD (All payments shall be made in U.S. Dollars)**

- I will pay with check made payable to CEDIA, 8475 Nightfall Lane, Fishers IN 46037
- I authorize CEDIA to charge my credit card according to the payment deadlines and amounts listed above.

**I UNDERSTAND AND ACCEPT THAT A 3.5% FEE WILL BE CHARGED FOR CREDIT CARD PAYMENT.**

- MasterCard
- Visa
- American Express

Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_ Security Code \_\_\_\_\_

Name as it Appears on Credit Card \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Authorized Credit Card Signature \_\_\_\_\_

- By checking this box and by signing my name above, I represent that I am a duly authorized representative of Table Sponsor.

**CONTRACT ACCEPTANCE FOR DISPLAY SPACE RENTAL:** I have read and understand the terms and conditions of this entire Application and Agreement for Table Sponsorship 2022 including the following Terms and Conditions and the other documents specifically referenced and incorporated into this Application and Agreement for Table Sponsorship 2022 (collectively, the "Contract"), and I agree to comply with all of its provisions. In addition, I confirm that I am a duly authorized representative of Table Sponsor, and on behalf of Table Sponsor, I agree that Table Sponsor will comply with its provisions and the Contract. I acknowledge that providing credit card information above and checking the "payment method" box above constitutes approval authorization for the credit card to be charged. If I have completed this document electronically, I acknowledge that typing my name in the "Authorized Credit Card Signature" section constitutes a legal signature.

**Cancellation by Table Sponsor:** All space is non-cancellable whether payments have been made or not. Unless otherwise provided herein, all payments are non-refundable.

Company: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Authorized Contract Signature \_\_\_\_\_ Date: \_\_\_\_\_

- By checking this box or by typing or signing my name above, I represent that I am a duly authorized representative of Table Sponsor.

Fax this form to 317.893.7115 or email it to [jlarsen@cedia.org](mailto:jlarsen@cedia.org)

**TERMS AND CONDITIONS**

**1. Definitions:** As used in this Contract, the following definitions shall apply:

- A. "CEDIA" shall mean Custom Electronic Design and Installation Association, Inc., an Indiana nonprofit corporation, and its authorized representatives.
- B. "Contract" shall have the meaning identified above.
- C. "Table Sponsor" shall mean the entity that applied for the Space and each of its officers, directors, shareholders, members, employees, agents, and representatives.
- D. "Display Facility" shall mean the facilities that CEDIA uses for the events.
- E. "Display Space" shall mean the space assigned by CEDIA to Table Sponsor under this Contract.
- F. "Fee" shall mean all fees and amounts owed by Table Sponsor under this Contract.
- G. "Service Contractor" shall mean contractor(s) authorized by CEDIA to provide certain services at the Facility, and Table Sponsor shall be required to use such authorized contractor(s) to provide those certain services.
- H. "Event" shall mean the Technology & Business Summit Event being held at the Facility or Facilities.

**2. Payment of Fees:** Fees are to be paid according to the specifics on this agreement above.

CEDIA reserves the right to restrict participation and/or delivery of freight at the Facility until final payment has been received without CEDIA or its contractors incurring any liability whatsoever. CEDIA may accept late payments, partial payments, or any checks or money orders marked as being payment in full or as being a settlement of any dispute without losing any of its rights under this Contract or under the law. Accepting such payments does not mean CEDIA has changed this Contract in any way. Table Sponsors who submit payments that are returned unpaid by their banks will be charged \$50 and placed on a cash basis. If the Table Sponsor contracts within 30 days of event, 100% payment is due at time of agreement signing. If the Table Sponsor fails to pay any of the installments as outlined in this Section or is otherwise in material breach of this Contract, CEDIA shall reserve the following rights, in addition to any other rights CEDIA may have at law or in equity:

- A. CEDIA may cancel the Table Sponsor's participation and/or release the contracted Display Space and is free to provide the Display Space to other Table Sponsors.
- B. Any Fees paid shall be retained by CEDIA as liquidated damages.
- C. Any outstanding payments are due and payable in consideration for CEDIA having reserved the Display Space and providing services to the Table Sponsor.

**3. Occupancy Required:** Actual occupancy of the Display Space is of the essence hereof. If the Table Sponsor does not occupy the Display Space by 8:00 AM, the morning of each event day, CEDIA may occupy or cause the Display Space to be occupied as it may deem best in the interest of CEDIA without in any way releasing the Table Sponsor from any liability hereunder.

**4. Cancellation or Change by CEDIA:**

The Display Space may be canceled by CEDIA for failure to pay balance when due or as a result of any other material breach of this Contract. In the event the Display Space is canceled by CEDIA, all amounts due by the Table Sponsor under this Contract shall be immediately paid to CEDIA. In addition, CEDIA shall be entitled to retain all prior payments received, and CEDIA may lease such canceled Display Space to another Table Sponsor at its sole discretion. The Table Sponsor agrees that such default fees are a liquidated damage and not a penalty.

If any event or portion of event is cancelled for any reason other than the fault of Table Sponsor, CEDIA liability only extends to refund of actual fees paid to CEDIA by Table Sponsor for that event or portion. CEDIA will make best efforts to provide notice of 45 days or more before the planned event date if an event is to be cancelled. Cancellation of one or more events does not affect other events or Table Sponsor liability that may be within this agreement. If cancellation alters tiered pricing, CEDIA will honor the tiered pricing earned before cancellation.

If CEDIA needs to change the venue and/or date of any event, CEDIA make their best effort to advise Table Sponsor no later than 90 days before the scheduled event date. CEDIA suggests that hotel reservations and travel plans made before 90 days prior to the event have a cancellation without penalty component. Health and Safety precautions for the Event will follow local, state, and federal guidelines and recommendations established as of the date of the event(s). Any changes to these guidelines will not terminate the obligations of the Table Sponsor set forth within this Contract. CEDIA reserves the right to implement health and safety measures deemed necessary.

**5. Downsizing:** All downsizing requests are reviewed on a case-by-case basis and shall become effective when and if approved by CEDIA.

**6. Liquidated Damages:** Table Sponsor acknowledges that CEDIA will sustain substantial losses if Table Sponsor cancels, downsizes, or defaults in its performance hereunder. Even though CEDIA will exercise its best efforts to provide the canceled, defaulted, or unused space and its service to others, CEDIA and the Table Sponsor agree that CEDIA will nevertheless incur substantial losses that cannot be previously determined. Due to the difficulty of determining and detailing said losses, the Table Sponsor agrees to pay all cancellation, downsize, and default fees owed under this Contract as liquidated damages (and not as a penalty) if the Table Sponsor cancels, downsizes, or defaults under this Contract and all such fees shall be fully earned and are agreed to be a fair and reasonable estimate of CEDIA's damages liquidated herein at the time of contracting and to constitute liquidated damages (and not a penalty) due in consideration for expenses incurred by CEDIA and in consideration for CEDIA having reserved the Display Space and provided services to the Table Sponsor until the date of cancellation, downsizing, or default, thereby losing or deferring the opportunity to provide the Display Space and its service to others.

**7. Default** In the event Table Sponsor does not meet all its financial obligations upon each installment and as due hereunder or is otherwise in material breach of this Contract, Table Sponsor will be responsible for all outstanding amounts owed under this Contract, interest at fifteen percent (15%) per annum on each unpaid sum, and all attorneys' fees and/or collection fees that CEDIA incurs related to or arising out of the breach by Table Sponsor and/or the recovery of the amounts owed by Table Sponsor. Interest will be incurred on any balance as of 30 days before each event, unless a prior payment plan has been arranged in writing with CEDIA. If the above interest amount, attorney's fees and/or collection fees, and returned check fees exceed the limits allowed by applicable laws, then the maximum interest and such fees as allowed by such laws shall be paid to CEDIA by the Table Sponsor.

**8. Shared Space:** Only the name of the Table Sponsor which appears upon the face of this contract may be placed in the Display Space and in the Event's printed list of Table Sponsors. It is further agreed that the Table Sponsor shall not assign, share or sublet in whole or in part any of the Display Space without the express written consent of CEDIA. If CEDIA management approves a request for shared space and/or additional directory listings, CEDIA must receive an additional, signed application from each manufacturer.

There are limitations on the number of shares permitted in each Display Space at CEDIA's sole discretion.

Sharing Table Sponsors will not be issued any refunds of the share booth fee. Sharing Table Sponsors who are wholly owned by a parent company and are in the same booth are exempt from the share booth fee and the limit on the number of shares permitted. Documentation of the company ownership will be required to be provided to CEDIA to validate the share fee being waived.

**9. Rules and Regulations:** CEDIA shall provide the Table Sponsor via a website page, typically <http://www.cedia.net/events/tech-summits/TableSponsors>, the general rules and regulations. This includes the rules and regulations applicable to the Display Space and Display Facility. This information, including but not limited to, its rules and regulations set forth therein are made a part of this Contract as though fully incorporated herein. Table Sponsor shall fully comply with the rules and regulations and any other requirements set forth in the Table Sponsor manual. CEDIA shall have full and exclusive power in the matter of interpretation, amendment, and enforcement of all said rules and regulations, and any amendments to such rules and regulations when made and brought to the notice of said Table Sponsor shall be as though duly incorporated into this Contract. If a dispute or disagreement shall arise between the parties concerning the allotment of permitted use of the Display Space or concerning the interpretation of any of such rules and regulations, CEDIA's decision and interpretation shall be final, and the Table Sponsor hereby agrees to abide by said interpretation which, if requested, shall be in writing.

**10. Force Majeure:** It is further agreed that in case the Display Facility shall be destroyed by fire or the elements, or by any other cause, or in case of Government intervention or regulation, military activity, strikes, pandemic, epidemic, public health emergency, or any other circumstances shall make it impossible, illegal, or otherwise inadvisable for CEDIA or the Display Facility to hold the Event or portion thereof at the time and place herein provided, then and thereupon this Contract shall terminate and the Table Sponsor shall and does hereby waive any claim for property or other damages or compensation due to cancellation or postponement of the Event under this Section.

**11. Display Content:** It is CEDIA's policy to limit Display Space rental to suppliers of products and services used by residential technology systems professionals or those that CEDIA deems complementary to the channel. Table Sponsors shall confine their displays to products which are: 1) regularly manufactured by them, or 2) sold exclusively by them, or 3) custom made for them and not displayed by the original manufacturer, or 4) working components in a display of a system sold by them. CEDIA reserves the right to order withdrawn from display any items which, in its opinion, do not comply with these requirements. CEDIA further reserves the right at any time to reallocate space in the interest of a better showing of displays or for any other reason determined in CEDIA's sole discretion.

**12. Operations of Displays:** The Display Space must be designed, constructed and operated in a manner that respects the rights of other Table Sponsors and visitors. CEDIA reserves the right to prohibit promotional plans found objectionable in its sole and absolute discretion. The Display Space must be staffed at all times during scheduled Display hours. The Table Sponsor is responsible for payment of fees, royalties, or fines for use of work that is protected by copyright, patent, trade secret, or trademark, and Table Sponsor agrees to defend, indemnify, and hold CEDIA and Display Facility harmless from all suits or claims for infringement of copyright, patent, trade secret, or trademark rights. Unless prior written permission is received from CEDIA, Display Space personnel must be 18 years of age or older.

Literature, samples, and giveaways must be disbursed from within the assigned Display Space. No demonstrations or promotions shall be permitted outside of the assigned space. No Table Sponsor person, firm, or organization shall distribute advertising materials in the halls, or corridors, or in any way occupy or use the Display Facility for any purpose inconsistent with CEDIA's Regulations. Table Sponsors will not be allowed to project images onto aisles, ceilings, walls, or any other surface outside the assigned Display Space. No refunds will be provided including but not limited for badges when Table Sponsor's employee, firm, hired staff, organization or any other person or entity is asked to leave the premises.

**13. Policy on Selling:** Over the counter sales (e.g.cash, check and/or credit cards) are not permitted. Only bona fide business orders for future delivery may be taken.

**14. Filming and Video Recording Rights; Electronic Messages:** From time to time, photographs, motion pictures, and/or video recordings may be made in the Display Facility, which recordings may include images of Table Sponsor, its employees, agents, and related merchandise and displays. Table Sponsors may not hinder, obstruct or interfere in any way with such photography or recordings whether by CEDIA, its agents, attendees or other Table Sponsors, and hereby consent to CEDIA's use of such recordings for commercial purposes. To the extent necessary to fulfill CEDIA's express obligations hereunder, Table Sponsor hereby grants CEDIA a non-exclusive, royalty-free, revocable, non-transferable, worldwide license (without the right to sublicense) to use Table Sponsor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files, and images.

**15. Video:** CEDIA reserves the right to exclude the showing of film or other material in the Display area which are deemed by CEDIA in its sole discretion objectionable, including explicit or simulated sex and nudity, bloodshed, or mutilation. CEDIA will disconnect the electricity of or exclude from the Event, any Table Sponsor deemed to violate this rule.

**16. Noise Abatement Policy:** A noise level that is not prohibitive to conducting business will be enforced on the Display floor. Table Sponsors demonstrating audio equipment of any type in an open display should use a sound chamber or acoustically contained area to restrict sound levels from intruding on adjacent Displays. Demonstrations found to be objectionable due to noise level will be closed down on the third warning. Table Sponsors are responsible for supervising the actions of all visitors and employees operating display equipment located in their Display area.

**17. Food Service:** Food and beverage consumed or distributed in the Display Facility must be purchased through the authorized in-house service supplier.

**18. Insurance:** The Table Sponsor and its authorized contractors agree to maintain commercial general liability with minimum policy limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and worker's compensation insurance at the statutory rates. CEDIA, the Display Facility, and Service Contractor must be listed as additional insureds on Table Sponsor's commercial general liability insurance policy and such coverage shall be primary and non-contributory. Upon request of CEDIA, the Table Sponsor shall promptly submit a certificate of insurance to CEDIA. In addition, Table Sponsor shall bring its certificate of insurance to the Event and have it available to provide to CEDIA upon request.

**19. Responsibility of Property:** The Table Sponsor assumes all risks related to or arising out of Table Sponsor's participation or presence at the Event, including without limiting all risks of theft, loss, harm, damage or injury to property or person, and in no case will CEDIA be responsible for theft, loss, or damage to the Table Sponsor's product or Display Space. Table Sponsor agrees that it is wholly responsible for protecting its property on and away from the Display Facility. The Table Sponsor is encouraged to have guards or security cages for the Display Space and should insure their property (from the time it leaves their warehouses until it returns) at their own expense. ALL TV panels must be individually crated on their own skid. If they are not on an individual skid we will not move them. More than one TV panel can be on a skid but must be on a skid.

**20. Receipt and Removal of Freight:** All freight must be plainly marked with the Table Sponsor's name and contact information and must be prepaid. Only Table Sponsors with proper Table Sponsor credentials and personal identification will be permitted to take merchandise out of the Display Facility. If the Table Sponsor fails to remove its freight in the allotted time, CEDIA reserves the right, at the Table Sponsor's expense, to ship the freight through a carrier of its own choosing or to place same in a storage warehouse.

**21. Display Construction, Decoration, Signs, Etc.:** Table Sponsors are solely responsible for the safety of their Displays and Display Space. The Table Sponsor and its display company remain solely liable for the safety of their Display and Display Space. Table Sponsors must comply with all rules and regulations provided by CEDIA, all rules and regulations provided by the Display Facility and all other applicable local, state and federal rules, regulations, laws, and ordinances. The Table Sponsor shall be in full compliance with the Americans with Disabilities Act ("ADA") including but not limited to designing, constructing, maintaining and operating the Display Space in full compliance with the ADA. Table Sponsors shall take all reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (i) all persons who may be affected thereby, and (ii) other property at the Display Facility or adjacent thereto. Table Sponsor shall promptly reimburse CEDIA and the Display Facility for any damage caused to other property at or adjacent to the Display Facility.

**22. Floor Plans:** These vary by venue. CEDIA makes every effort to group manufacturers that share reps in generally the same area.

**23. Displays with Unfinished Sides/Surfaces:** All exposed parts of displays and/or equipment must be appropriately finished or covered in a professional manner, so they do not present any unsightly appearance when viewed from adjoining displays or aisles.

- 24. Display Vehicles and Trailered Displays:** These are not permitted unless arranged in writing with CEDIA prior to the event. Additional fees may apply.
- 25. Third-Party Contractors:** Table Sponsor may use a third-party contractor only for those services not required to be provided by a Service Contractor as determined by CEDIA. Prior to any third-party contractors retained by or on behalf of Table Sponsor performing any work or services at the Display Facility, all such third-party contractors must be approved in writing by CEDIA, provide a certificate of insurance to CEDIA with CEDIA, the Display Facility, and Service Contractor identified as additional insureds on its commercial general liability insurance policy on a primary and non-contributory basis, be properly licensed, and obtain all required permits.
- 26. Laws:** The Table Sponsor shall fully comply with all applicable local, state, and federal rules, regulations, laws, and ordinances. The Table Sponsor is solely responsible for procuring and paying for any and all applicable licenses, permits, and approvals required under local, state, or federal law related to or arising out of the Display Space and Table Sponsor's use of the Display Space. The Table Sponsor is solely responsible for procuring any applicable tax identification number, permits, or other approvals and remitting all taxes, fees, charges, levies, or penalties owed to any governmental authority related to or arising out of Table Sponsor's use of the Display Space.
- 27. Indemnification:** To the fullest extent permitted by law, the Table Sponsor shall defend, indemnify and hold harmless CEDIA, Display Facility, and Service Contractor and their employees, representatives, trustees, stockholders, officers, directors, and agents, from and against all claims, damages, and expenses, including but not limited to attorney's fees, arising out of or resulting from the Display Space or the Table Sponsor's participation or presence at the Event regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder; provided, however, the Table Sponsor shall not owe this defense, indemnity, and hold harmless obligation for claims, damages, or expenses that arose out of the sole negligence or willful misconduct of the indemnified parties. The indemnification obligation under this Section shall not be limited by the amount or type of damages, compensation or benefits payable by or for the Table Sponsor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 28. Liability:** CEDIA makes no representations, guarantees or warranties, express or implied, under this Contract. Under no circumstances shall CEDIA, Display Facility, or Service Contractor be liable for any lost profits or consequential damages related to or arising out of this Contract, and Table Sponsor waives all such claims against CEDIA, Display Facility, and Service Contractor. In no event shall CEDIA's total liability under any circumstances exceed the amount actually paid to CEDIA by Table Sponsor for Display Space in accordance with this Contract.
- 29. Dispute Resolution:** This Contract shall be governed by Indiana law. The venue for any claim, dispute, or proceeding at law or in equity related to or arising out of this Contract shall be the State courts of Indianapolis, Indiana, and the Table Sponsor and CEDIA hereby waive any right to object to this exclusive venue. The Table Sponsor and CEDIA further consent to the personal jurisdiction by said courts over them and hereby expressly waive, in the case of any such action, any defenses thereto based on jurisdiction, venue, or forum non conveniens.
- 30. Severability:** If any term or provision of this Contract is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the remaining provisions shall remain in full force and effect.
- 31. Remedies:** All rights and remedies provided in this Contract shall be cumulative and shall not be exclusive of one another or of any remedies available at law or in equity.
- 32. Survival:** The provisions of this Contract that by their nature extend beyond the termination, cancellation, or completion of the Contract will survive termination, cancellation, or completion of this Contract.
- 33. Waiver:** The delay or failure by CEDIA to exercise or enforce any right hereunder shall not constitute or be deemed a waiver of such right or any other right under this Contract. No waiver by CEDIA of any breach of this Contract shall constitute or be deemed a waiver of any subsequent breach.
- 34. Counterparts:** In addition to this Contract being completed electronically by Table Sponsor and the typing of the name in the "Authorized Credit Card Signature" section constituting a legal signature, this Contract may be executed in multiple counterparts and transmitted via facsimile or email, each of which when considered together shall be deemed an original.
- 35. Contract:** This Contract constitutes the entire understanding between Table Sponsor and CEDIA related to the Display Space for the Event and supersedes all negotiations, agreements and communications, whether oral or written, with respect to the subject matter hereof. This Contract may only be modified or altered by written instrument duly executed by the parties. No alternation or amendment of this Contract shall be binding upon either party unless reduced to writing and signed by the party against whom such alternation or amendment is asserted.
- 36. Contract Addendum(s):** This Contract may be replicated for other events with all terms and conditions applicable. It may be an addendum for other events and/or locations.
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