2021 FMA Annual Meeting Exhibitor Agreement 20 - 23 October 2021 Sheraton Denver Downtown Hotel



This agreement is a commitment for ______to exhibit at the 2021 FMA Annual Meeting

on 20 - 23 October 2021 at the Sheraton Denver Downtown Hotel in Denver, CO.

Exhibit Space Assignment

Assignment of space is on a first-come, first-served basis.

Exhibit Space Rentals

Exhibit booths are 8' x 10' and include an 8' backwall, 3' sidewalls and an identification sign. All other furnishings, other electrical or communication connections, and special equipment are the sole responsibility of the exhibitor. Decorating kits will be available at Freeman.com in Summer, 2021.

Nature of the FMA Conference Exhibits

FMA Conferences are educational and research-oriented conferences of a scientific nature. The Annual Meeting exhibits are designed to complement the aspects of the conference sessions. The goal of the Association in sponsoring exhibits at the FMA Annual Meeting is to provide another avenue for the exchange of ideas and information on existing educational technologies and applications, new concepts and innovative designs, and the availability of products and services.

Qualifications

Eligibility is limited to exhibitors whose products are deemed to be of interest to attendees of the FMA Annual Meeting. All applicants are required to submit the nature of their business and the scope of their products and/or services to be exhibited. This and other information are required on the Exhibitor Application, which must be completed by each vendor seeking to exhibit at conference. FMA reserves the right to reject any application to exhibit.

Assignment of space

Initial space assignments will be made on a first come, first served basis at the discretion of FMA. FMA reserves the right to make appropriate changes in exhibitor locations as it deems necessary for the overall success of the Exhibit.

Proper Use of Exhibit Space

The space contracted for is to be used solely for the Exhibitor whose name appears on the Exhibitor Application. Exhibitors may not reassign, sublet, or allow other companies to use the whole or a part of the space assigned by FMA without written consent of FMA. Exhibitors may not display or advertise any goods or services not manufactured, distributed, or otherwise provided by the exhibiting company during the normal course of business. All displays, demonstrations, sales activities, etc., must be contained within the reserved booth space. Exhibitors may not impede traffic through the aisles. FMA policy restricts representatives or organizations that have not been assigned an official exhibit booth space from soliciting business and from distributing promotional materials of any type within the Exhibit Hall area or any other areas. Those caught doing so will be immediately asked to leave.

Sales and/or Solicitation of Orders

Sale of products and services is allowed on the exhibit floor provided such sales are conducted in a professional, businesslike manner and the exhibitor complies with all state and local tax regulations. FMA reserves the right to restrict sales activities that it deems inappropriate or unprofessional.

Violations of Rules and Regulations

FMA reserves the right to remove exhibits that may have been falsely reserved, or may be deemed unsuitable, objectionable or detract from the general order of exhibits. Violations of these rules and regulations will afford FMA the right to prohibit Exhibitor from exhibiting at the current year's conference (in which case Exhibitor shall forfeit its booth payments) and/or prohibit Exhibitor from exhibiting at the following year's conference.

Drayage Services

All drayage and decorating services must be handled by the exhibitor; decorating kits will be available at Freeman.com

in Summer, 2021.

Location

The Exhibit Hall will be located in the Plaza Exhibit Hall of the Sheraton Denver Downtown Hotel.

Schedule

- Set Up: Wednesday, 20 October, 12:00 noon 5:00 pm (late access is possible).
- Tear Down: Friday, 22 October, 5:01 pm 9:00 pm.

Show Days and Times

Thursday and Friday, 21 and 22 October: 8:00 am - 5:00 pm

Indemnification

Exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of injury to persons or damage to Exhibitor's displays, equipment, or other property brought upon the premises of the Sheraton Denver Downtown Hotel and agrees to indemnify, defend and hold harmless the Group, the Sheraton Denver Downtown Hotel rand its owners, servants, agents, and employees against all claims or expenses for such losses, including reasonable attorney's fees, arising out of the use of the Sheraton Denver Downtown Hotel premises excluding any liability caused by the negligence of the Group and the Sheraton Denver Downtown Hotel or its owners, servants, agents, or employees. Exhibitor shall indemnify, hold harmless and defend the FMA, its directors, officers, agents and employees for and from any and all losses, claims, liability, damage, action, judgment recovered from or asserted against them or other expense (including, without limitation, attorney's fees and expense) arising out of or relating to the Exhibitor's use of the Exhibit Hall or from the conduct of the Exhibitor's business or from any activity, work or things which may be permitted or suffered by the Exhibitor's in or about the Exhibit Hall or from any breach or default in the performance of any obligation on the FMA's part to be performed under any provision of the agreement or arising from any negligence of the Exhibitor or any of its agents, contractors, employees or invitees, including, but not limited to, the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished to or used by the Exhibitor or other persons in connection with the FMA's use of the Exhibit Hall. The Exhibitor hereby assumes all risk of damage to its property placed in the Exhibit Hall or injury to its officers, directors, employees, agents, contracts, invitees or any attendees at the Conference or in or about the Exhibit Hall from any cause, and hereby waives all claims in respect thereof against the FMA except to the extent such damage results directly from the negligence of the FMA.

Liability

The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitor's activities on the Sheraton Denver Downtown Hotel premises and will indemnify, defend, and hold harmless to the Sheraton New Orleans Hotel, its owner, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims.

The Sheraton Denver Downtown Hotel will not be responsible or liable for any loss, damage or claims arising out of exhibitor's activities on the Hotel premises except for any claims, loss, or damages arising directly from the Sheraton Denver Downtown Hotel's own negligence.

FMA makes no guarantees and assumes no liability with regard to traffic through the exhibit area, sales by exhibitors, or other measures of profitability of the exhibits at this event.

Booth Usage - Audio Restrictions

The use of taped music (cassette tapes, CD's, MP3 players or streamed music) is not allowed in the Exhibit Hall at any time unless the Exhibitor holds an exclusive licensing agreement with the music provider. Proof of this licensure must be provided to the FMA prior to show opening.

Nondiscrimination

Exhibitor agrees to comply with all federal, state and local laws prohibiting discrimination by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin or the presence of any sensory, mental or physical handicap or the use of a trained guide dog by a blind, deaf or physically disabled person.

Laws and Requirements

Exhibitor will comply with all laws of the United States; the state of Louisiana; all municipal ordinances; and all lawful orders of police and fire departments or any other municipal authority; and will obtain, and pay for, all necessary permits, taxes and licenses; and will not do nor suffer to be done anything on said premises during the exhibition hours (included set-up and dismantle hours) in violation of any laws, ordinances, rules or orders.

Cancellation of Lease

The Exhibitor shall have the right to cancel this agreement at any time by written notice to FMA. If such cancellation is received prior to 21 September 2021, FMA shall refund any payments already made by the exhibitor. In the event that rental is canceled after 21 September 2021, FMA will refund rental payments made by the exhibitor only if the space can be re-rented at no loss to FMA.

I, ______ of ______ acknowledge that I have read, understand, and agree to the terms stated in this agreement.

Signature

Company Website

Date

Financial Management Association International

2021 Annual Meeting

COVID-19 Safety Acknowledgement and Liability Waiver

ACCEPTANCE OF THE TERMS & CONDITIONS OF THE BELOW WAIVER OF LIABILITY IS REQUIRED FOR IN-PERSON ATTENDANCE AT THE FINANCIAL MANAGEMENT ASSOCIATION ANNUAL MEETING IN DENVER, CO ON OCTOBER 20-23, 2021.

By registering and attending the 2021 Financial Management Association International (FMA) Annual Meeting in Denver, CO, I agree to follow all safety and health protocols mandated by federal, state, and local laws and by the Sheraton Downtown Denver Hotel. Additionally, I agree to be **fully vaccinated** against COVID-19 and to wear a mask except when actively eating or drinking. I will submit validation of vaccination to FMA prior to **13 October 2021**. Information about the Sheraton's response to COVID-19 and precautions that have been put in place is available at https://whattoexpect.marriott.com/dends.

Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, the Financial Management Association (FMA) has put in place preventative measures to reduce the spread of COVID-19. However, FMA cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not attend the Annual Meeting in Denver, CO (but may do so virtually). I agree that I will not attend the 2021 FMA Annual meeting if I fall within any of these categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath <u>among others</u>

2. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment

Additionally, I understand that travel to and participation in events may increase the risk of exposure to communicable diseases. I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST FINMAN CORP AND THE FMA AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE FMA ANNUAL MEETING.