

# UC2022 Sponsor Agreement

## MCLEOD SOFTWARE SPONSOR EXHIBITION RULES & REGULATIONS

Sponsor hereby agrees to be bound by these Exhibition Rules and Regulations, and all amendments thereto and agrees to adhere to and be bound by: (a.) all applicable fire, safety, utility, and building codes and regulations; (b.) any rules or regulations of the facility where the Exhibition is held; (c.) the terms of all leases and agreements between McLeod Software (hereinafter "McLeod") and any other party relating to the Exhibition.

**PAYMENT** UC sponsorship is reserved upon submission of the registration form and includes agreement to pay in full within 30 days of the date of invoice unless other payment plan(s) is agreed to in writing.

**EXHIBITION HALL/BOOTH** McLeod reserves the right in its sole discretion to change booth location assignments at any time without notice. No space will be assigned until registration and payment terms have been received and accepted by McLeod.

**CANCELLATION POLICY** - All cancellations must be in writing by an original document delivered to McLeod. A refund of all sums, less 50% billed, of the sponsorship, will be made. **No refund of fees will be made if cancellation is received after 5:00 pm CT on Aug 9, 2022.** In the event of cancellation by Sponsor at any time, McLeod shall have the right to rent the space to another Sponsor. Should your company register to play in our golf tournament and then cancel, there are no refunds of any golf fees.

**DEFAULT OCCUPANCY** Booth space not set up and occupied at least two hours prior to the official show opening may be utilized by McLeod as it sees fit to eliminate unoccupied space in the exhibit hall. Unoccupied space shall not relieve Sponsor from the obligation of paying for such space at **the full rental price**. Sponsors must set-up and break down during the designated times. Late set-up or break down, without prior permission, will result in the Sponsor Company's possible suspension of exhibition space in future conferences. Exhibits should fit in the space provided (10' or 20' width) without blocking neighboring Sponsors. Height shall not greatly exceed the top of the pipe and drape or interfere with other exhibits nearby. McLeod reserves the right to determine the appropriateness of any exhibit as well as the right to have an exhibit removed if it cannot be adjusted to fit properly.

**BOOTH PRIZE DRAWINGS** Sponsors who hold booth drawings are responsible for the distribution of prize(s) to the winner(s) at the Sponsor's own cost should shipping be required. Shipping will not be provided by McLeod.

**BOOTH PERSONNEL** All Sponsor personnel must be a registered attendee by either a.) as one of the complimentary registrants per booth OR b.) as a registered attendee at the appropriate fee and category set within the registration details. **Sponsor attendee registrations will not be reimbursed if cancellation is received after midnight CT, September 12, 2022.** Sponsors may substitute registered attendees up until the day of show at no additional charge.

**NOTICE: MCLEOD DOES NOT OFFER "BOOTH PERSONNEL ONLY" OR "PARTIAL" REGISTRATIONS.**

**HANDLING, STORAGE, INSTALLATION AND DISMANTLING** Sponsor shall make arrangements for shipment, delivery, receipt, and storage of materials through the Official Decorator. All booths must be erected and ready for viewing by the earlier of (a) two hours prior to the date and hour announced as the opening of the Exhibition or (b) the official inspection time announced by McLeod. McLeod reserves the right to engage labor on behalf of Sponsor, should Sponsor not meet pre-designated deadlines. Sponsor promises to pay promptly any invoices for such labor. Goods received by Sponsor after the Exhibition opening must be delivered to the official decorator or exhibit hall manager, whom shall be designated by McLeod, and set-up during times when the Exhibit Hall is closed.

**EXHIBIT HALL ACCESS** McLeod's Exhibition is not a public show. McLeod will have sole control of all persons admitted to the Exhibit area including Sponsor personnel and/or registrants. McLeod makes every effort to attract the maximum number of attendees to its Exhibition but does not guarantee specific volumes or levels of attendance. Traffic by a specific booth is a function of the exhibit and not a responsibility of McLeod.

**USE OF SPACE** All demonstrations, sales activities, and distribution of circulars and promotion materials must be confined to the limits of the Sponsor's booth or through paid sponsorship. Sponsor shall not assign, sublet, or share the space assigned, nor display articles or materials not manufactured or sold normally by Sponsor without prior written consent of McLeod.

**LIVE OR RECORDED MUSIC** Sponsors are responsible for any copyright licensing fees resulting in the use of music, live or recorded.

**PHOTOGRAPHY & VIDEO RELEASE** - Sponsor grants permission to McLeod for the rights of Sponsor image, likeness and sounds as recorded on audio or video during UC without payment or any other consideration. Sponsor understands that Sponsor's image may be edited, copied, exhibited, published, or distributed and waives the right to inspect or approve the finished product wherein such

likeness appears. Additionally, Sponsor waives any right to royalties or other compensation arising or related to the use of Sponsor's image or recording.

**OTHER ACTIVITIES** Any Sponsor activities within the exhibit hall/booth space, outside of normal tradeshow booth demonstration and sales conversation scheduled activities involving McLeod customers, inside or outside of the hotel, one day before, during or immediately following the User Conference, must be approved by McLeod in advance.

**USER CONFERENCE PARTICIPATION** All Sponsor and sponsor attendees are encouraged to attend the meals, entertainment events, break-out sessions, as well general sessions, as observers only. We respectfully request Sponsors to not actively participate in dialogues or Q&A unless called upon. McLeod reserves the right to request Sponsors, and/or attending partners/vendors, with competitive products or services, to not attend specific sessions. We also respectfully request competitor Sponsors not attend each other's sessions without prior approval from said competitor.

**LIABILITY** The relationship between McLeod and Sponsor shall be that of independent contracting parties and this Agreement shall not be construed as creating a partnership, employer-employee relationship, joint venture or agency between McLeod and Sponsor. McLeod, its employees, its members, their service contractors, agents and building and grounds officials are not responsible for the safety of the Sponsor, its agents, employees, and representatives, or for the loss or damage to the property of Sponsor from theft, fire, accident, vandalism, or other causes. Any protection to persons or property provided by McLeod, including but not limited to provision of security watchmen and other precautions to protect property during installation, show periods and removal, shall be deemed purely gratuitous and shall not give rise to any duty by McLeod or any liability on its part. McLeod shall not be liable for the fulfillment of this agreement as to delivery of space, if non-delivery is due to any one of the following causes: destruction of or damage to the building or the exhibit area by fire or act of God; acts of public enemy; strikes; war or war-like conditions; terrorist attacks; the authority of the law; or any cause beyond McLeod's control. McLeod will, however, in the event it is not able for any of the above-named causes to complete its exhibit period, reimburse Sponsors for any exhibit rental fees to be determined at McLeod's sole discretion.

**INDemnIFICATION** Sponsor agrees to indemnify, hold harmless and defend McLeod, its officers, directors, employees, agents, or assigns, from and against any and all liability, loss, cost, or expense, including reasonable attorney fees arising of any nature under contract from the activities of the Sponsor. Sponsor also agrees to indemnify, hold harmless and defend the Nashville Music City Convention Center (hereinafter "Music City Center") and their respective members, officers, directors, agents and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including reasonable attorney fees), arising out of, caused by or resulting from, in whole or in part, any act, omission, negligence, fault or violation of law or ordinance, associated with the use or occupancy of the Exhibit Hall

**CONFERENCE CANCELLATION OR RELOCATION OF EXHIBITION** In the event that the Exhibition is postponed due to any occurrence not caused by the conduct of McLeod or Sponsor, whether such occurrence be an Act of God or the common enemy or the result of war, riot, civil commotion, terrorist attacks, sovereign conduct, or the act of conduct of any person or persons not party or privy to this Lease, then the performance of the parties under this Agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement. In the event that such occurrence results in cancellation of the Exhibition, the obligations of the parties under this Agreement shall be automatically terminated and all rental payments under this Lease shall be refunded to Sponsor, less a pro rata share of expenses actually incurred by McLeod in connection with the Exhibition.

**RESERVED RIGHTS** McLeod and the Music City Center reserve the sole and exclusive right to sell or serve on, in, or about the EXHIBIT HALL any alcoholic beverages, soft drinks, food, souvenirs, or other merchandise, and no food or beverage, samples or otherwise, may be served or distributed by Sponsor without the prior consent of McLeod and the Music City Center. McLeod and the Music City Center, likewise, reserve the right to eject any objectionable persons from the exhibit hall that has not received McLeod's and the Music City Center's consent. Any such person so ejected shall be deemed to have waived any right and all claims for damages, reimbursement, or reinstatement, against McLeod, the Music City Center, and their respective agents and employees.

**GOVERNING LAW** - The laws of Alabama shall govern this contract, rules, and regulations. Any mutual agreement by the parties not to enforce any provision of these rules and regulations shall not void the entire agreement. Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be submitted to arbitration in Jefferson County, Alabama before a single arbitrator mutually agreed upon by the parties. Any judgment and/or awards rendered by the arbitrator(s) shall be final and binding. We appreciate your participation in the McLeod User Conference and Exhibition and hope it provides many opportunities for new and repeat business.