



## **Exhibitor Contract - 2025**

This Agreement is for exhibiting and/or sponsoring at ADISA events during the calendar year 2025. The term Exhibitor refers to the company (or representative) wishing to purchase exhibit space or other display opportunity offered by ADISA and/or TNDDA surrounding its events (thus, Exhibitor refers to exhibitors as well as other additional opportunity sponsorships).

### **Payment**

Payment is required in full at the time of exhibit selection. If payment is by check, the check must be received in the ADISA office no later than 60 days prior to the event. Checks must be drawn on US banks and issued to ADISA. Sponsorships not paid in full within 60 days of the event will forfeit exhibit space and incur a cancellation fee (see Cancellation Policy below).

### **Assignment of Exhibit Space**

Booth/table selection priority is determined on a first-come, first-served basis within each applicable category, with Diamond choosing first, followed by Platinum, Gold, Silver, then Bronze. Booth/table preference options are available during registration and will be assigned automatically, unless otherwise agreed upon.

### **Cancellation Policy**

*Cancellation by Exhibitor:* Exhibitor may cancel this Agreement at any time. However, Exhibitor understands that ADISA will incur damages as a result of the Exhibitor's cancellation. Due to difficulty of determining such damages, Exhibitor agrees to pay the following as liquidated damages in the event of Exhibitor cancellation:

#### **TNDDA Spring or Fall Event**

- Fifty percent (50%) of the Exhibit fee if cancelled on or before 31 days of the event.
- One hundred percent (100%) if cancelled within 30 days of the event.

#### **ADISA and TNDDA Combined Summer Event**

- Fifty percent (50%) of the Exhibit fee if cancelled on or before 31 days of the event.
- One hundred percent (100%) if cancelled within 30 days of the event.

#### **ADISA Spring or Annual Conference**

- Fifty percent (50%) of the Exhibit fee if cancelled on or before 31 days of the

event.

- One hundred percent (100%) if cancelled within 30 days of the event.

All cancellation notices must be in writing and received at ADISA's office.

*Cancellation by ADISA:* ADISA may cancel this Contract without liability if, for reasons beyond the control of ADISA, ADISA is unable to comply with the terms of the Contract or hold the Meeting as scheduled. In the event ADISA cancels, Exhibitor shall be entitled to a refund of all exhibit fees paid.

### **Exhibit Restrictions**

All display structures and materials must be placed within the confines of your rented exhibit space. Exhibitors must take caution not to impair the line-of-sight of adjacent booths and to comply with specific height, floor surface, or other posted boundary requirements. Exhibitor must ask and receive written permission for any display reaching over eight feet (8') in height. Any sound or music must be at a level that does not interfere with adjacent exhibit spaces. ADISA reserves the right to make the final determination about the reasonableness and appropriateness of any display and to require any necessary adjustment to correct infractions. The Exhibitor will be responsible for any costs incurred for these adjustments. The numbers of offerings/sponsors are limited based on exhibit size. Contact ADISA for more detail.

No alcohol may be served from exhibit booths without ADISA's written permission.

ADISA reserves the right to reject or terminate exhibit privileges of any exhibitor due to conduct of personnel, method of operation or materials deemed by ADISA to be objectionable or detrimental to the show.

### **TNDDA Presentations**

TNDDA events allow for short explanatory exhibitor presentations within the TNDDA guidelines of timing and schedule. The time slots for these presentations are done along with the table selection and are chosen as available in order of purchase within each category (higher-priced categories receiving precedence). Because schedules are planned and printed ahead of time, switching of time slots or table placement is not allowed without written permission from ADISA. Presenters agree to comply with the guidelines published by ADISA for the event.

TNDDA exhibitors who make presentations to the TNDDA event attendees, or who otherwise provide materials regarding their firm or their offering to event attendees, agree to indemnify and hold harmless ADISA and TNDDA from any loss experienced by or claim for damages made against ADISA and/or TNDDA that relates to any such presentation or materials. For purposes of this paragraph, the term loss includes actual damages assessed against ADISA and/or TNDDA as well as attorney fees and other costs of defending against or settling such claims.

### **Sharing of Exhibit Space**

Exhibitors may not sublet or lease exhibit space to another entity without written permission from ADISA.

MBD Exhibitor Limits (all Sponsors must be an ADISA member in good standing):

- Bronze and Silver-Max of one Sponsor represented at the event
- Gold – Max of two Sponsors represented at the event
- Platinum – Max of three Sponsors represented at the event
- Diamond – Five Sponsors represented at all events (other Sponsors may be added by permission with additional fees).

### **Relocation of Exhibit Space**

ADISA reserves the right to alter locations of booths or tables from that shown on the show floor plan in order to comply with space and safety. Exhibitors of affected booths or tables will be notified immediately.

### **Schedule**

The Exhibitor agrees to adhere to the published Exhibit Hall schedule and to any variations in the schedule that may be required during the event at ADISA's sole discretion. Exhibits MUST be left up, open and fully functional and in show condition until the posted closing hours of the last official function. Any early tear downs cause both safety hazards and detract from the show's appearance. A surcharge will be applied to any early closing violators. ADISA can normally arrange for the show general service contractor to dismantle and pack any booths for those needing to depart early for a reasonable charge.

Neither exhibitors nor sponsors/affiliates not exhibiting may host company social functions or events which compete with ADISA's posted conference programming without express, written permission from ADISA.

### **Attendee Registration**

Exhibitors receive the following complimentary attendee event registrations as outlined below. Additional personnel must register and pay fees as regular attendees.

#### **TNDDA Spring or TNDDA Fall Conference**

- Gold Sponsors receive three (3) complimentary attendee registrations
- Silver sponsors receive two (2) complimentary attendee registrations.
- Bronze sponsors receive one (1) complimentary attendee registration.

#### **ADISA Spring or Annual Conferences**

- Diamond sponsors receive eight (8) complimentary attendee registrations.
- Platinum sponsors receive five (5) complimentary attendee registrations.
- Gold sponsors receive three (3) complimentary attendee registrations.
- Silver sponsors receive two (2) complimentary attendee registrations.
- Bronze sponsors receive one (1) complimentary attendee registration.

#### **ADISA Research & Due Diligence Forum**

- Gold sponsors receive three (3) complimentary attendee registrations
- Silver sponsors receive two (2) complimentary attendee registrations.

- Bronze sponsors receive one (1) complimentary attendee registration.

All additional opportunities will receive one (1) additional complimentary attendee registration.