



COUNCIL ON FOUNDATIONS

EXHIBITOR, SPONSOR AND ADVERTISER AGREEMENTS

Exhibitor Agreement

1. **APPLICATIONS AND ELIGIBILITY**—Application for booth space must be made using the printed form from the “2005 Exhibitor Prospectus,” contain the information requested and be executed by an individual who has authority to act for the applicant. Any producer or supplier of equipment and other products or services whose proposed exhibit will enhance the purpose of the Council on Foundations’ conferences may apply for booth space. The Council on Foundations (the “Council”) reserves the absolute right to reject any application. Each successful applicant (“Exhibitor”) shall be notified by the Council.
2. **AGREEMENT TO CONDITIONS**—Each Exhibitor, for her/himself and her/his employees and agents, agrees to abide by these conditions, it being understood and agreed that the sole control of the exhibit area rests with the Council and its designated exhibitor manager.
3. **ASSIGNMENT OF SPACE**—Assignment of space will be determined by the Council based on the receipt of a signed agreement and full exhibit fees and on the level of exhibit option (Diamond will pick first, then Premier, then Deluxe and Supporting). Once space has been assigned by the Council, no exhibit will be moved except by mutual consent of the parties.
4. **FLOOR PLAN**—All dimensions and locations shown on the official floor plan to be supplied are believed, but not warranted, to be accurate. The Council reserves the right to make such modifications as may be necessary to meet the needs of the Council, the Exhibitors and the exhibit program.
5. **PAYMENT**—Full payment must be received with the Exhibitor Application.
6. **REFUNDS**—The Council will refund all payments for Exhibitor Applications that are denied. No refunds will be made for Exhibitor cancellations.
7. **BOOTH**—All booths come equipped with back and side wall draping, identification sign, one draped and skirted 2-foot by 6-foot table and three chairs. These features will be provided by the Council without additional charge to the Exhibitor if participation is confirmed by the deadline date.

No part of any display may be over eight feet in height. The back three feet of rented space may be occupied from the floor up to eight feet in height: the front five feet of the rented space may be occupied from the floor up to 48 inches only. If an exhibitor plans to install a completely constructed display of such a character that the exhibitor will not require or desire the use of standard booth equipment, no part thereof shall project as to obstruct the view of adjacent booths nor will any refund of rental fee be made for the nonuse of standard booth equipment.
8. **CARE OF EXHIBIT SPACE**—The Exhibitor must, at his/her expense, maintain and keep in good order her/his exhibit and the space for which she/he has contracted.
9. **PROTECTION OF EXHIBIT FACILITY**—Nothing shall be posted, tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the venue or exhibit area without the permission of the Council and the proper building authority. Packing, unpacking and assembly of exhibits shall be done in designated areas and in conformity with directions of the Council’s exhibit manager, the venue manager or their assistants.
10. **INSTALLATION AND DISMANTLING**—Exact times and other information regarding installation and dismantling of exhibits will be supplied to each Exhibitor for each particular conference and shall be binding upon the Exhibitor as though fully set forth herein.
11. **ACCESS TO DISPLAYS**—The Council may from time to time promulgate such regulations governing hours of access to displays and eligibility for admission hereto as may be found in its judgment to be most practicable. Exhibitor agrees to abide by such regulations at all times as though fully set forth herein.

12. **PERSONNEL**—Except for attending designated events, all booth personnel are requested to confine their activities within the Exhibitor's booth space.
13. **USE OF SPACE**—Exhibits shall be shown only in the official exhibit area as established by the Council. No person, firm or organization not having contracted with the Council for the occupancy of space in the exhibit hall will be permitted to display or demonstrate its products, processes or services, distribute advertising materials in the halls or corridors, or in any other way occupy or use the facilities anywhere in the venue for a purpose inconsistent with these regulations.
14. **NON-TRANSFERABILITY OF EXHIBITOR BENEFITS**—Exhibitor agrees not to sublet any exhibit space or otherwise transfer or share benefits provided to exhibitors without the written consent of the Council. Actions prohibited by this section include, but are not limited to, sharing exhibit space with another organization, including another organization's logo on advertising material and advertising goods or services not carried on by the exhibitor in the regular course of business.
15. **CONFLICTING MEETINGS & SOCIAL EVENTS**—In the interest of the success of the entire convention and exhibition the Exhibitor agrees not to extend invitations, call meetings or otherwise encourage absence of members or Exhibitors from the convention or exhibit hall during the official hours of the conference, which will be supplied and shall be binding upon the Exhibitor as though fully set forth herein.
16. **FIRE REGULATIONS**—All display materials including banners must be flameproofed or fire-proof and are subject to inspection by the prevailing fire departments. No pressurized containers, inflammable fluids or substances may be used or shown in booths. Empty product cans may be displayed. Non-flammable products are not restricted.
17. **WATER EXHIBITS**—The Council will NOT allow or permit the use of any displays or equipment containing water.
18. **RESTRICTIONS**—The Council reserves the right to restrict exhibits which are objectionable because of noise, glaring or flashing lights, method of operation, or any other reason, and also to prohibit or evict any exhibit which in the opinion of the Council may detract from the general character of the exhibit show. This reservation includes persons, things, conduct, printed material or anything the Council judges to be objectionable. In the event of such restrictions or eviction, the Council is not liable for any refund or any amount paid hereunder. No display materials exposing an unfinished surface to neighboring booths will be permitted. Demonstrations must be so located that crowds collected will be within the Exhibitor's space, and not blocking isles or neighboring Exhibits. Contests of any kind must be first approved in writing by the Council.
19. **SALES PROHIBITION**—The Council prohibits the sale of goods and/or services at the site of the conference. The Council must approve any exceptions to this prohibition in writing.
20. **THE COUNCIL'S RIGHT TO REMOVE THE EXHIBITOR'S PROPERTY**—The Council reserves the right to remove from the venue any or all of the property of the Exhibitor should the conference be canceled or relocated or should the Exhibitor violate any of the conditions of this Exhibitor Agreement. This right may be exercised without prior notice and without hearing. The Council shall not be liable for any losses, damages or claims arising out of injury or damages to any removed property unless the claim arises from the gross negligence or willful misconduct of the Council.
21. **ADVERTISEMENTS IN RESOURCE CENTER DIRECTORY**—
 - a. Advertising is conditioned on timely receipt of copy in an acceptable format as outlined in Council on Foundations' "2005 Exhibitor Prospectus." Late or unusable advertising may be omitted without refund or corrected at an additional charge, at the Council's sole discretion.
 - b. Positioning of advertisements is at the sole discretion of the Council.
22. **USE OF MAILING LABELS**—In providing mailing labels the Council is granting Exhibitor a limited non-transferable and non-exclusive license to use the mailing labels for a single, one-time mailing. Exhibitor may not copy or otherwise reproduce the labels. Exhibitor agrees that the labels and the information therein will not be rented, sold or otherwise utilized by another person or entity.

22. **LIABILITY & INSURANCE**—

- a. The Council undertakes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of the Exhibitor, his/her officials, agents or employees, or for the protection of the property of the Exhibitor or his/her representatives or of property used in connection with the exhibit, from theft or damage or destruction by fire, accident or other cause. Small and easily portable articles shall be properly secured or removed after exhibition hours and placed in safekeeping by the Exhibitor. Any protection exercised by the Council shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by the Exhibitor.
 - b. The Exhibitor agrees to indemnify and hold the Council and its agents harmless from all such claims and from all claims or liability of any nature whatsoever arising from the activities of the Exhibitor or any of her/his representatives or from the display or use of property of the Exhibitor.
 - c. Exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of injury or damage to Exhibitor's displays, equipment, and other property brought upon the premises of any venue in which the Exhibitor mounts a display pursuant to this contract and shall indemnify and hold harmless such venue, its agents, servants, and employees from any and all such losses, damages and claims unless such are a result of negligence on such venue's part.
 - d. In addition, the Exhibitor acknowledges that neither the Council nor any venue in which an Exhibitor mounts a display pursuant to this contract maintains insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitors to obtain business interruption and property damage insurance covering such losses by Exhibitor.
23. **REMEDIES**—General. In the event the Exhibitor violates any of the conditions of the Exhibitor's Agreement, the Council reserves an absolute right to invoke either or both of the following remedies, which shall be in addition to, and not in lieu of, any other rights or remedies granted under this agreement or available under general contract law:
- a. The Council may order the Exhibitor to remove her/his exhibit and personnel, or have them removed under the provisions of section 20. In these circumstances, no part of the Exhibitor's fees will be returned.
 - b. The Council may refuse thereafter to enter into any agreement with the same or related signatory/Exhibitor to lease booth space at future conference or workshops sponsored by the Council.
24. **COMPLIANCE**—The Exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duty authorized by local, county, state and/or federal government bodies concerning fire, safety, health, together with the rules and regulations of the operators/owners/managers of the property wherein the exhibit show is being held. Government, states, county, municipal, and/or local laws must be strictly observed as aforementioned but not limited to.
25. **CANCELLATION OR RELOCATION OF CONFERENCE**—In the event of cancellation or relocation of any conference due to circumstances within the Council's control, the liability of the Council shall be limited to a refund of fees paid to the Council by the Exhibitor. The Council reserves the right to deduct from any such refund any and all expenses incurred by the Council for advertising and administration and similar related costs. In the event of cancellation or relocation of any conference due to circumstances beyond the Council's control, including, without limitation, destruction of or damage to the building or the exhibit area by fire or act of god, acts of a public enemy, strikes, or an exercise of the authority of the law, the Council shall have no liability of any kind to any Exhibitor.
26. **TERMINATION**—If at any time an exhibitor relationship is not in the best interest of the Council, the Council may terminate the relationship immediately without penalty by giving notice of termination. If the Council terminates under this section, the Council will refund the exhibitor payment.
27. **MANAGEMENT**—The Council reserves the right to interpret, amend and enforce these regulations, as it deems proper to assure the success of the conference.
28. **EXCEPTIONS**—All requests for exceptions under this agreement should be submitted in writing to the Exhibits Manager at exhibits@cof.org or:

Exhibits Manager
Council on Foundations
1828 L Street, NW Suite 300
Washington, DC 20036-5168

Sponsor Agreement

1. **APPLICATIONS AND ELIGIBILITY**—Sponsorship applications must be made using the printed form from the “2005 Exhibitor Prospectus,” contain the information requested and be executed by an individual who has authority to act for the applicant. Any producer or supplier of equipment and other products or services whose proposed sponsorship will enhance the purpose of the Council on Foundations’ conferences may apply. The Council on Foundations (the “Council”) reserves the absolute right to reject any application. Each successful applicant (“Sponsor”) shall be notified by the Council.
2. **AGREEMENT TO CONDITIONS**—Each Sponsor, for her/himself and her/his employees and agents, agrees to abide by these conditions, it being understood and agreed that the sole control of the conference events rests with the Council and its designated employees.
3. **PAYMENT**—Full payment must be received with the Sponsorship Application.
4. **REFUNDS**—The Council will refund all payments for Sponsorship Applications that are denied. No refunds will be made for Sponsor cancellations.
5. **CONFLICTING MEETINGS & SOCIAL EVENTS**—In the interest of the success of the entire convention and exhibition the Sponsor agrees not to extend invitations, call meetings or otherwise encourage absence of members or other conference participants from the conference during the official hours of the conference, which will be supplied and shall be binding upon the Sponsor as though fully set forth herein.
6. **NON-TRANSFERABILITY OF SPONSORSHIP BENEFITS**—Sponsor agrees not to share benefits provided to sponsors without the written consent of the Council. Actions prohibited by this section include, but are not limited to, including another organization’s logo on advertising material and advertising goods or services not carried on by the sponsor in the regular course of business.
7. **SALES PROHIBITION**—The Council prohibits the sale of goods and/or services at the site of the conference. The Council must approve any exceptions to this prohibition in writing.
8. **THE COUNCIL’S RIGHT TO REMOVE THE SPONSOR’S PROPERTY**—The Council reserves the right to remove from the venue premises any or all of the property of the Sponsor should the conference be canceled or relocated or should the Sponsor violate any of the conditions of this Sponsor Agreement. This right may be exercised without prior notice and without hearing. The Council shall not be liable for any losses, damages or claims arising out of injury or damages to any removed property unless the claim arises from the gross negligence or willful misconduct of the Council.
9. **USE OF MAILING LABELS**—In providing mailing labels the Council is granting Sponsor a limited non-transferable, non-exclusive license to use the mailing labels for a single, one-time mailing. Sponsor may not copy or otherwise reproduce the labels. Sponsor agree that the labels and the information therein will not be rented, sold or otherwise utilized by another person or entity.
10. **ADVERTISEMENTS IN RESOURCE CENTER DIRECTORY**—
 - a. Advertising is conditioned on timely receipt of copy in an acceptable format as outlined in Council on Foundations’ “2005 Exhibitor Prospectus.” Late or unusable advertising may be omitted without refund or corrected at an additional charge, at the Council’s sole discretion.
 - b. Positioning of advertisements is at the sole discretion of the Council.
11. **LIABILITY & INSURANCE**—

- a. The Council undertakes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of the Sponsor, his/her officials, agents or employees, or for the protection of the property of the Sponsor or his/her representatives or of property used in connection with the sponsorship, from theft or damage or destruction by fire, accident or other cause. Any protection exercised by the Council shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by the Sponsor.
 - b. The Sponsor agrees to indemnify and hold the Council and its agents harmless from all such claims and from all claims or liability of any nature whatsoever arising from the activities of the Sponsor or any of her/his representatives or from the display or use of property of the Sponsor.
 - c. Sponsor assumes the entire responsibility and liability for losses, damages, and claims arising out of injury or damage to Sponsor's displays, equipment, and other property brought upon the premises of any venue in which the Sponsor mounts a display pursuant to this contract and shall indemnify and hold harmless such venue, its agents, servants, and employees from any and all such losses, damages and claims unless such are a result of negligence on such venue's part.
 - d. In addition, the Sponsor acknowledges that neither the Council nor any venue in which the Sponsor mounts a display pursuant to this contract maintains insurance covering Sponsor's property and that it is the sole responsibility of Sponsors to obtain business interruption and property damage insurance covering such losses by Sponsor.
12. **REMEDIES**—General. In the event the Sponsor violates any of the conditions of the Sponsor's Agreement, the Council reserves an absolute right to invoke either or both of the following remedies, which shall be in addition to, and not in lieu of, any other rights or remedies granted under this agreement or available under general contract law:
- a. The Council may order the Sponsor to remove her/his materials and personnel, or have them removed under the provisions of section 8. In these circumstances, no part of the Sponsor's fees will be returned.
 - b. The Council may refuse thereafter to enter into any agreement with the same or related signatory/Sponsor to lease booth space, sponsor, or advertise at future conferences or workshops sponsored by the Council.
13. **COMPLIANCE**—The Sponsor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duty authorized by local, county, state and/or federal government bodies concerning fire, safety, health, together with the rules and regulations of the operators/owners/managers of the property wherein the conference is being held. Government, states, county, municipal, and/or local laws must be strictly observed as aforementioned but not limited to.
14. **CANCELLATION OR RELOCATION OF CONFERENCE**—In the event of cancellation or relocation of any conference due to circumstances within the Council's control, the liability of the Council shall be limited to a refund of fees paid to the Council by the Sponsor. The Council reserves the right to deduct from any such refund any and all expenses incurred by the Council for advertising and administration and similar related costs. In the event of cancellation or relocation of any conference due to circumstances beyond the Council's control, including, without limitation, destruction of or damage to the building or the exhibit area by fire or act of god, acts of a public enemy, strikes, or an exercise of the authority of the law, the Council shall have no liability of any kind to any Sponsor.
15. **TERMINATION**—If at any time a sponsorship relationship is not in the best interest of the Council, the Council may terminate the relationship immediately without penalty by giving notice of termination. If the Council terminates under this section, the Council will refund the sponsorship payment.
16. **MANAGEMENT**—The Council reserves the right to interpret, amend and enforce these regulations, as it deems proper to assure the success of the conference.
17. **EXCEPTIONS**—All requests for exceptions under this agreement should be submitted in writing to the Exhibits Manager at (email address?) or :

Exhibits Manager

Advertiser Agreement

1. **APPLICATIONS AND ELIGIBILITY**—Advertiser applications must be made using the printed form available from the “2005 Exhibitor Prospectus,” contain the information requested and be executed by an individual who has authority to act for the applicant. Any producer or supplier of equipment and other products or services whose proposed advertisement will enhance the purpose of the Council on Foundations’ conferences may apply. The Council on Foundations (the “Council”) reserves the absolute right to reject any application. Each successful applicant (“Advertiser”) shall be notified by the Council.
2. **AGREEMENT TO CONDITIONS**—Each Advertiser, for her/himself and her/his employees and agents, agrees to abide by these conditions, it being understood and agreed that the sole control of the conference events rests with the Council and its designated employees.
3. **PAYMENT**—Full payment must be received with the Advertiser application.
4. **REFUNDS**—The Council will refund all payments for Advertiser applications that are denied. No refunds will be made for Advertiser cancellations after the applicable copy deadline outlined in Council on Foundations’ “2005 Exhibitor Prospectus.” Prior to such deadlines, refunds may be granted at the discretion of the Council.
5. **CONFLICTING MEETINGS & SOCIAL EVENTS**—In the interest of the success of the entire convention and exhibition the Advertiser agrees not to extend invitations, call meetings or otherwise encourage absence of members or other conference participants from the conference the official hours of the conference, which will be supplied and shall be binding upon the Advertiser as though fully set forth herein.
6. **NON-TRANSFERABILITY OF ADVERTISER BENEFITS**—Advertiser agrees not to share benefits provided to sponsors without the written consent of the Council. Actions prohibited by this section include, but are not limited to, including another organization’s logo on advertising material and advertising goods or services not carried on by the advertiser in the regular course of business.
7. **ADVERTISEMENTS**—
 - a. Advertising is conditioned on timely receipt of copy in an acceptable format as outlined in Council on Foundations’ “Conference Exhibit, Sponsorship and Advertisement Opportunities.” Late or unusable advertising may be omitted without refund or corrected at an additional charge, at the Council’s sole discretion.
 - b. Positioning of advertisements is at the sole discretion of the Council.
8. **LIABILITY**—The Advertiser agrees to indemnify and hold the Council and its agents harmless from all any claims or liability of any nature whatsoever including, but not limited to, claims arising from the content of the advertisement, the Council’s agreement to carry the advertisement, or the Advertiser’s participation in a conference.
9. **REMEDIES**—General. In the event the Advertiser violates any of the conditions of the Advertiser’s Agreement, the Council reserves an absolute right to refuse thereafter to enter into any agreement with the same or related signatory/Advertiser to lease booth space, sponsor, or advertise at future conferences or workshops. This remedy shall be in addition to, and not in lieu of, any other rights or remedies granted under this agreement or available under general contract law.
10. **CANCELLATION OR RELOCATION OF CONFERENCE**—In the event of cancellation or relocation of any conference due to circumstances within the Council’s control, the liability of the Council shall be limited to a refund of fees paid to the Council by the Advertiser. The Council reserves the right to deduct from any such refund any and all expenses incurred by the Council for advertising and administration and similar related costs. In the event of cancellation or relocation of any conference due to circumstances beyond the Council’s control, including, without limitation, destruction of or damage to the building or the

exhibit area by fire or act of god, acts of a public enemy, strikes, or an exercise of the authority of the law, the Council shall have no liability of any kind to any Advertiser.

11. **TERMINATION**—If at any time that an Advertiser relationship is not in the best interest of the Council, the Council may terminate the relationship immediately without penalty by giving notice of termination. If the Council terminates under this section, the Council will refund the Advertisement payment.
12. **MANAGEMENT**—The Council reserves the right to interpret, amend and enforce these regulations, as it deems proper to assure the success of the conference.
18. **EXCEPTIONS**—All requests for exceptions under this agreement should be submitted in writing to the Exhibits Manager at (email address?) or:

Manager, Exhibits
Council on Foundations
1828 L Street, NW Suite 300
Washington, DC 20036-5168