

CML Annual Conference Sponsorship Terms and Conditions

1. Character of Exhibit

CML reserves the right to decline or prohibit any exhibit, part of an exhibit, or prohibit or restrict any activity or conduct within the Exhibit Area which in the opinion of CML is not suitable or appropriate or is detrimental to CML, its members, or other exhibitors.

2. Exhibit Hours

Tuesday, June 19

Exhibitor registration1–5 p.m.

Exhibit set-up6–9 p.m.

Wednesday, June 20

Exhibit setup6:30–7:30 a.m.

Exhibits open8 a.m.–5 p.m.

Exhibit hour2:15–3:15 p.m.

Thursday, June 21

Exhibits open8 a.m.–12 p.m.

Exhibit breakdown12–5 p.m.

(All exhibitors must vacate area by 5 p.m.)

3. Name Badges and Check-in

All exhibitors/sponsors receive name badges and sponsor ribbons, which permits entry to all non-ticketed events/sessions and Exhibit Area at the CML Annual Conference. All exhibitor/sponsor guests [spouse or significant other and their child(ren)] must be registered guests to attend conference educational sessions and to access Exhibit Area and its refreshments.

At conference check-in, each organization will receive one packet containing name badges for all of the organization's registered attendees, additional attendees, and sponsor guests and any purchased meal and event tickets. All registered attendees and guests must wear their name badges at all times; no one will be admitted to any function without a badge.

At check-in, be sure to mention that you are a sponsor.

4. Conference Program Recognition

To be included in the conference program, all sponsors (Fun Run and Bronze sponsors excluded) must complete the Sponsor Conference Program Recognition section of the sponsor form and email their logos by the deadline stated in sponsorship brochure. Email your logo (300 DPI or greater) to CML Communications Coordinator Christine Taniguchi (ctaniguchi@cml.org). PDF, TIF, and JPG are all acceptable formats.

5. Payments

Cost for sponsorship is provided in the sponsorship brochure. Sponsorship application and payment must be received and paid by deadline stated in sponsorship brochure. All applications received after this time must be accompanied by full payment. Requests for exhibit space will be considered only after a signed application has been received. CML reserves the right to refuse sponsorship for any reason.

6. Failure to Make Payment

Any person, partnership, or organization sponsoring who shall fail to make the payment as herein provided, whether such person, partnership, or organization desires to exhibit or not, shall forfeit all rights to the use of the selected exhibit space, and CML shall have the right to dispose of such exhibit space without any liability. Any sponsor who fails to pay for and occupy exhibit space shall be and shall remain liable for the payment agreed on.

7. Cancellation

Sponsorship payment is non-refundable.

8. Cancellation of Conference by CML

In the event that CML is prevented from holding the Conference for whatever reason in CML's sole and absolute discretion, CML may terminate this Contract at any time prior to the Conference by giving written notice to exhibitor/sponsor.

9. Installation and Dismantling of Exhibits

Setup time, Exhibit Area hours, and dismantling times are listed in the sponsorship brochure and in this document. Each exhibitor must deliver to the Exhibit Area all equipment, apparatus, goods, materials, etc., and there erect and completely install the display in the space contracted by such exhibitor no later than fifteen (15) minutes prior to the published opening time of the Exhibit Area. Exhibits will not be permitted to be packed or removed from Exhibit Area at any time after installation until the final closing of the Exhibit Area unless special permission in writing is obtained from CML.

10. Shipping and Receiving

Shipping and receiving arrangements must be made directly with the host hotel.

11. Audio/Video and Electricity

Audio/video equipment and electricity requests must be made directly with the host hotel.

12. Prizes and Gifts: Amendment 41

No prizes consisting of cash or a cash equivalent (e.g., gift card, casino tokens) shall be offered by an exhibitor at the CML Annual Conference. In addition, public officials and employees are subject to Amendment 41 "Ethics in Government" of the Colorado Constitution (codified at Colo. Const. Art. XXIX), which prohibits money or gifts exceeding \$59 received, subject to numerous exceptions. A government official or employee shall not accept any money or forgiveness of indebtedness without receiving lawful consideration of equal or greater value in return. Additionally, a government official or employee shall not, directly or indirectly (via gift to spouse or dependent child) accept from any person any gift or thing valued at more than \$59 per year without receiving lawful consideration of equal or greater value in return. The most common exceptions include but are not limited to unsolicited items of less than \$59 per year; a gift from a personal friend or relative on a special occasion; and admission, food, and beverage at a scheduled program where the recipient speaks or answers questions. The remaining exceptions can be found in CML's *Knowledge Now* on Amendment 41 and in the text of Amendment 41 itself. For more information, visit www.cml.org > Issues > Ethics.

13. Consent to Use of Photographic Images

Registration and attendance at, or participation in the CML Annual Conference constitutes an agreement by the registrant to CML use and distribution of the registrant or attendee's image in photographs, videotapes, and electronic reproductions of such events and activities.

14. Indemnification

To the extent authorized by law and subject to the restrictions and limitations provided by the Colorado Governmental Immunity Act, Section 24-10-101, et. Seq. C.R.S., CML shall indemnify, save and hold harmless the exhibitor, its officers, employees, and agents against any and all claims, damages, liability and court awards, including costs, expenses and attorney fees incurred as a result of any act or omission by CML, its officers, employees, agents, subcontractors, or assigns, pursuant to the terms of this agreement.

To the extent authorized by law, the exhibitor shall indemnify, save and hold harmless CML, its officers, employees, and agents against any and all claims, damages, liability and court awards, including costs, expenses and attorney fees incurred as a result of any act or omission by the exhibitor, its officers, employees, agents, subcontractors, or assigns, pursuant to the terms of this agreement.

15. Use of Space

Exhibitor promotional materials must be distributed from within the confines of exhibitor's contracted space. Materials bearing any name or form of advertisement may not be displayed anywhere other than the space contracted. No exhibitor shall sublet space allotted. Each exhibitor is responsible for keeping the aisle or aisles near contracted space free of congestion resulting from demonstrations or promotions.

16. Assignment and relocation of exhibits

Exhibitor understands and agrees that CML has sole discretion on the assignment of booths. CML is under no obligation to assign exhibitor any of the booths preferred by exhibitor. CML reserves the right to alter exhibitor's assigned location at any time in its sole discretion if deemed in the best interest of the exhibit program as a whole. Before exercising its discretion, CML will contact exhibitor.

17. Hospitality Events and Suites

Due to limited space at the host hotel, *hospitality events* (public/private lunches, dinners, or receptions) or *hospitality suites* (public/private social business functions in hotel lodging room/suite) are not allowed at the host hotel.

19. Amendments to Terms and Conditions

Any and all matters or questions not specifically covered by the terms and conditions contained herein shall be subject to the sole discretion of CML. CML may, in its sole discretion, make reasonable changes, amendments, or additions to these terms and conditions. Any such changes, amendments, or additions shall be binding on exhibitor equally with the other terms and conditions contained herein.