

# **The Future of Capitalism** May 27-29, 2020 | Exhibitor Information



An initiative of



# **EXHIBIT AGREEMENT**

# 2020 HOPE Global Forums | Annual Meeting May 27-29, 2020

Atlanta Hyatt Regency 265 Peachtree St NE, Atlanta, GA 30303 Exhibit Showcase: May 27-29, 2020

Submit to: Operation HOPE, Inc. Attn: HOPE Global Forums 191 Peachtree Stree, NW, Suite 3840, Atlanta, Georgia 30303 Phone: (404) 941 2919 | Web site: hopeglobalforum.org | Questions: 202-812-8835 or jena.roscoe@operationhope.org

As exhibitor, we hereby agree to the rules and regulations of Operation HOPE, Inc., (HOPE) as set forth in this contract, all of which are made a part thereof, and request the following exhibit for our own use. In consideration for the use of exhibit space, exhibitor agrees to pay the designated booth fee as indicated below.

# PAYMENT POLICY AND SCHEDULE

Exhibit space and location will be confirmed upon receipt of signed contract and FULL PAYMENT for the total cost of exhibit space. HOPE will not accept contracts without full payment. Exhibit booth fees are tax-deductable to the extent allowed by law.

#### CANCELLATION POLICY

All cancellations must be received in writing. Cancellations received by April 15th, will incur a \$50 administrative fee with the balance refunded within 30 days after cancellation. Cancellations received or post marked after April 15th are non-refundable. Failure to cancel in writing set up exhibit and/or staff exhibit will result in no refund.

I. EXHIBITING COMPANY INFORMATION Print in ink or type

Company/Organization Name: (As it should appear on the Exhibit Identification Sign)

		•	ill receive all correspondence re g marked, exhibitor will be conta	•		Phone	
	l preferreu meuro		, Illdi keu, exhibitor win be cont	מנופט עומ ב-ווומוון			
Contact Person: Street Address:							
Street Address.		City	State:	Zin	Country		
Telephone: (	) Fa		State: E-mail:				
	<i>'</i>		set to allow e-mail communicat				
III. PAYMENT INFO	x 10' x 20' DRMATION <i>Make c</i>	\$5,00 \$7,50 Checks payable to: Oper		st accompany exhi	ibit contract.		
Total Due: \$		Operation HOPE, Inc.	reserves the right to charge co	rrect amount due <u>i</u>	if listed incorrectly in "T	otal due" column.	
Card #:					rity Code:		
Name as it appear	as it appears on Card:Authorized Signature:						
Forums, May 27-2 company listed o	9, 2020. I am an au n this application a	ithorized representative grees to comply with all	sign and make application for E e of the company with full powe I terms and conditions of the ex ation form if the exhibiting com	er and authority to a position as well as	sign and deliver this app those adopted after pu	plication. The blication of this	
Authorized Signati	ure	1	Name (print in ink or type)	Title		Date	
		Operation HOPE	USE ONLY – PLEASE DO NOT W	RITE IN THIS SPAC	E		
Date Received:	Р	ayment Amount: \$	Exhibit Assignment(s) #	#:	Date Confirmed:		



HOPE Global Forums | Annual Meeting – May 27-29, 2020 – Exhibit Agreement Terms and Conditions THIS AGREEMENT is made between Operation HOPE, Inc. (hereafter, "HOPE") and the exhibitor that completed the agreement for exhibit space (hereafter the "Exhibitor") for lease of certain exhibit space, to be assigned by HOPE, during the Annual Meeting, May 27-29 in Atlanta, Georgia. (Hereafter, the exposition shall be referred to as the "Exhibit") This agreement shall be in effect upon its execution by HOPE as follow:

**1. ELIGIBILITY TO EXHIBIT**— Companies with an intended business interest in promoting products and services to the public. Please note the exception that those products or services that are of a pornographic or illegal nature are NOT eligible to participate in the Annual Meeting.

# 2. EXHIBIT SCHEDULE

Installation May 27 (3:00pm - 6:00pm) Hyatt Regency Atlanta Show Hours May 28 (7:30am - 5:30pm) May 28 (7:30am - 12:00pm) Hyatt Regency Atlanta Dismantle May 29 (12:00pm - 3:00pm) Hyatt Regency Atlanta

Please note the following locations and times available for set-up: 2020 HOPE Global Forums | Annual Meeting will take place at the: Hyatt Regency Atlanta 265 Peachtree Street NE Atlanta, GA 30303 United States

**3. EXHIBIT BOOTH PACKAGE**—The exhibit fee includes a high back wall drape, side dividers, 6-foot draped table, two (2) chairs, a wastebasket and a booth identification sign measuring with the company name, invitations to all events.

**4. EXHIBITOR BADGES**—Exhibit personnel must be registered for the conference and wear Annual Meeting identification badges during set-up, while on the exhibit floor, and during dismantling. Exhibitor badges are for use by exhibit personnel only. Each exhibitor will receive an exhibitor registration code upon confirmation of booth space for online registration.

**5. PAYMENT SCHEDULE/AGREEMENT DEADLINE**—Agreement is for exhibit space as outlined above. Receipt of full payment for exhibit space is required at time of agreement submission. Agreement is not valid without payment. All agreements are due to HOPE no later than 8:00pm EST, March 15th, 2020. Agreements received after this deadline may be rejected.

**6. CANCELLATION REFUND POLICY**— Cancellations must be received in writing no later than April 15, 2020 5:00pm EST, in order to qualify for a refund of all exhibit fees paid less a \$50 administrative fee. Cancellation requests received after April 15, 2020, 5:00pm EST are none refundable. Failure to cancel in writing, set up exhibit, and/or staff exhibit, will result in no refund.

7. ASSIGNMENTS OF SPACE—Exhibit space will be assigned on a first-come, first-served basis.

**8. SUBLEASE**—No exhibitor shall assign, sublet or share booth space. HOPE shall have the right to remove materials from a non-exhibiting agency or organization on display in an exhibit booth. No firm or organization not assigned exhibit space will be permitted to solicit business within the reserved space.

**9. SECURITY**—Perimeter security service is provided by HOPE from move-in through move-out. The furnishing of security shall not be deemed to increase the liability of HOPE, the City of Atlanta, and Hyatt Regency, or to modify in any way the assumption of risk and release provided for above. It is recommended that exhibitors take precautionary measures of their own such as the



securing of small or easily portable articles of value, and their removal to a place of safekeeping after the exhibit hours. HOPE, the City of Atlanta, and Marriot Marquis are not liable for damages or property loss.

### **10. EXHIBIT REQUIREMENTS AND RESTRICTIONS**

10.1 **Use of Space**—All demonstrations or other sales activities at Marriot Marquis must be confined to the limits of an exhibitor's agreemented exhibit space. Aisles are under the control of HOPE and may not be used for exhibits, nor may exhibits change the size or shape of the aisle or span over the aisle. Exhibitors, however, are allowed to distribute materials to attendees in designated common areas outside of formal activity halls. It is the exhibitor's responsibility to bring a display that fits within the agreement space. Contact jena.roscoe@operationhope.org for complete specifications.

10.2 Fire and Safety Regulations—All local regulations will be strictly enforced and the exhibitor assumes all responsibility for compliance with such regulations. All decorations must be flameproof. No combustible materials, merchandise or signs shall be attached to, hung, draped over or stored in or around the exhibit booth(s) or under tabletops.

10.3 **Sound/Music/ Video/Copyright**—In general, exhibitors may use sound equipment in their booths so long as the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. Rule of thumb: Sound and noise should not exceed 85 decibels. Projection machines are limited in their operations to demonstrations only and shall not be used for showings designed to attract or amuse visitors. All projections must be in accordance with the requirements of the fire prevention authorities and in harmony with any agreements entered by HOPE and labor unions. Exhibitors should be aware that music or video played in their booths, whether live or recorded, may be subject to laws governing the use of copyrighted composition.

10.4 **Care of Premises & Compliance/Exhibit Facility Regulations**—No part of the exhibit nor signs or other materials may be pasted, nailed or otherwise affixed to walls, doors or other surfaces in a way that might mar or deface the premises or booth equipment and furnishings. Nothing may be rigged, suspended from or attached to any Hyatt Regency mechanical system. Damage from failure to observe this notice is payable by the Exhibitor.

10.5 **Over-the-Counter Sales**—Product sales **are not** permitted. These regulations are a part of the agreement between the exhibitor and HOPE.

10.6 **Americans with Disabilities ACT(ADA)**—All exhibiting companies are required to be in compliance with the Americans with Disabilities Act (ADA) and are encouraged to be sensitive and as reasonably accommodating as possible to attendees with disabilities. Information regarding ADA compliance is available from the U.S. Department of Justice ADA Information Line (800) 514-0301 and from the Web at www.usdoj.gov/crt/ada/infoline.htm.

#### **11. LIABILITY**

11.1 The Exhibitor shall be solely responsible to third parties, including invitees and the public, for all claims, liabilities, actions, costs, damages and expenses arising out of or relating to the Exhibitor's participation in the Exhibit.

11.2 The Exhibitor shall indemnify and hold harmless HOPE and the Marriot Marquis, their officers, directors, members, agents, employees and sponsoring organizations against any and all actions, suits, proceedings, damages, losses, costs, and expenses asserted, brought or claimed by third parties arising out of the Exhibitor's participation in the Exhibit. The Exhibitor agrees to pay any and all costs and expenses (including reasonable attorneys' and experts' fees and litigation costs) incurred by HOPE, its officers, directors, members, employees, and agents in defending or resolving such claims as may be asserted against them.



11.3 HOPE shall not be responsible for any bodily injury or other damages or losses suffered by the Exhibitor, its employees, or agents or for loss or damage to property owned, leased or used by Exhibitor, either while in transit to or from the Exhibit or while in the Exhibit Facility from any cause whatsoever. Exhibitor agrees to safeguard its own exhibit materials or goods from the time they are placed in the Exhibit Facility until they are removed. **Exhibitor acknowledges that HOPE does not maintain insurance covering the Exhibitor, its agents, or its property and that it is the sole responsibility of the Exhibitor to obtain liability, business interruption, property damage and other insurance covering such losses or liability by the Exhibitor.** 

11.4 Under no circumstances, including but not limited to cancellation of the Exhibit Agreement or removal or expulsion from the Exhibit Facility, shall HOPE be liable for any indirect, special or consequential damages, including but not limited to lost sales, lost profits, administrative expenses, transportation costs, travel expenses, salaries or any other expenditures incurred by the Exhibitor as the consequences of its participation in the show. The maximum liability of HOPE to Exhibitor, regardless of the basis for any claim, shall be the amount paid by Exhibitor to HOPE for rental of exhibit space.

**12. INSURANCE**—Each party involved in the Annual Meeting Exhibit- Hyatt Regency, owners and exhibitors–agrees to be responsible for any claims arising out of its own negligence or that of its employees or agents. The exhibitor shall, at its sole cost and expense, procure and maintain through the term of this agreement comprehensive general liability insurance against claims for bodily injury or death and property loss or damage occurring in or upon or resulting from the premises leased by HOPE. Such insurance shall include agreed mutual liability and product liability coverage.

**13. FORFEITURE/RIGHT TO REMOVE EXHIBITOR'S PROPERTY**—If an exhibitor does not follow the rules and regulations set by HOPE, the Exhibitor shall forfeit the amount paid for space rental and agreed space, regardless of whether or not the exhibit space is subsequently leased. HOPE reserves the right to remove from the Exhibit Facility any or all of the property of the Exhibitor should the Annual Meeting be canceled or relocated or should the Exhibitor violate any of the conditions of the Exhibitor's agreement. This right may be exercised without prior notice or hearing.

**14. INTERPRETATION AND ENFORCEMENT**—These terms and conditions become part of the agreement between the exhibitor and HOPE, as well as their officers, directors, employees, agents, successors and assigns. HOPE has full power of interpretation and enforcement of these rules. All matters in question not covered by these regulations are subject to the decision of HOPE and all decisions so made shall be binding on all parties affected by them as by the original regulations. In addition to the above terms and conditions, HOPE reserves the right to cancel or refuse rental of display space without refund and/or to refuse admission to future exhibitions to any person or company whose conduct or display of goods is, in the opinion of HOPE, incompatible with the general character and objectives of the exposition and/or HOPE.

**15. FORCE MAJEURE**—HOPE shall not be financially obligated or otherwise committed if the convention and/or the exposition is cancelled or deferred on account of strikes, fires, casualties, war, government regulation, civil disorder, curtailment of transportation facilities, acts of God or causes beyond its control.

**16. CONTROLLING LAW AND FORUM SELECTION**—The Exhibit Agreement, including these Terms and Conditions, shall be governed by and construed according to the laws of the State of Georgia without regard to conflict of laws principles. For any legal action, the exclusive jurisdiction and venue shall be the applicable court for the State of Georgia and Exhibitor agrees to submit to the jurisdiction of the same.

# AGREEMENT

By signing and submitting the Exhibit Agreement, the Exhibitor has read, understood, and agreed to each of the terms and conditions set forth.

