



# 2020 CEA ESCROW EXPO CONTRACT FOR EXHIBIT SPACE



We, the undersigned hereby agree to rent exhibit space to be used for display purposes at the California Escrow Association 2020 Escrow Expo to be held on October 16-17, 2020 at the Hilton Costa Mesa. **SPACE WILL BE ASSIGNED ON A FIRST COME, FIRST SERVED BASIS. PAYMENT MUST ACCOMPANY CONTRACT IN ORDER TO SECURE SPACE (copies of checks are not accepted as payment). CREDIT CARDS WILL BE PROCESSED IMMEDIATELY.**

### 10' x 8' BOOTH FEES (per booth):

- CEA Member on or before 7/17/20 .....\$1,325
- CEA Member after 7/17/20 .....\$1,495
- CEA Non-Member on or before 7/17/20 ...\$1,795
- CEA Non-Member after 7/17/20 .....\$1,995

Your exhibit registration fee includes a standard 10' wide by 8' draped table, two chairs, pipe and drape, carpet and an identification sign. Additionally, your fee entitles you to two tickets per lunch/per booth. Electricity, drayage and labor are **not** included in your booth fee. These items will need to be ordered separately.

We understand that this contract for Exhibit Space will not be binding and in effect until full payment is received by the California Escrow Association and a confirmation of same is received by exhibitor management. All funds for payment under this contract are understood to be net U.S. dollars received by Exhibit Management. All terms and conditions of the show are accepted by us and made part of this contract; and we agree to comply with them, taking the space for display purposes under the terms and conditions set forth in the attachment to this contract. We also agree to provide a certificate of insurance to the Exhibit Management meeting the terms and conditions as set forth under the section Insurance and Liability in the attachment to this contract.

It is understood that space will be allocated by Exhibit Management according to the official floorplan and the date of receipt of this contract. Exhibit Management agrees to provide use of the space designated in consideration of and for the purpose and time aforesaid, and reserves the right to relocate any Exhibitor's booth prior to the opening of the Expo when necessary in the judgment of Exhibit Management.

**Due to the Coronavirus Pandemic, the exhibit floorplan will not be finalized until a date yet to be determined. In the event the Escrow Expo needs to be canceled or postponed due to the Coronavirus Pandemic, a full refund or a full credit shall be provided to Exhibitor, otherwise, all Terms and Conditions, as described in the attachment to this contract, shall apply.**

### COMPANY INFORMATION:

Exhibiting Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_ Web Site \_\_\_\_\_

Contact Name \_\_\_\_\_ Title \_\_\_\_\_

### 4 EXHIBITOR REPRESENTATIVES PER BOOTH:

Name \_\_\_\_\_ E-Mail \_\_\_\_\_

Name \_\_\_\_\_ E-Mail \_\_\_\_\_

Name \_\_\_\_\_ E-Mail \_\_\_\_\_

Name \_\_\_\_\_ E-Mail \_\_\_\_\_

**WE WISH NOT TO BE NEXT TO:** \_\_\_\_\_

**TOTAL FEES ENCLOSED:** \_\_\_\_\_ 1<sup>ST</sup> BOOTH @\$ \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ NUMBER OF ADDITIONAL BOOTHS @\$ \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL:** \$ \_\_\_\_\_

**METHOD OF PAYMENT:**  Check  VISA  MasterCard  AMEX

Last 4 Digits of Card \_\_\_\_\_ Billing Address (if different from above) \_\_\_\_\_

Name (as it appears on card) \_\_\_\_\_ Signature \_\_\_\_\_

Full Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_ CVV# \_\_\_\_\_

*Do not e-mail credit card information. Please mail or fax this contract with your credit card information or check payable to:*



# 2020 CEA ESCROW EXPO

## TERMS AND CONDITIONS



**BASIC TERMS AND CONDITIONS** – This application for exhibit space for the California Escrow Association Escrow Expo, when properly completed by the applicant and accepted in writing by Exhibit Management, shall constitute a valid and binding contract.

**LEGAL STATUS OF ASSOCIATION** – The Association is a non-profit mutual benefit corporation duly organized, validly existing, and in good standing under the laws of the State of California, with corporate power to own property and carry on its business as it is now being conducted. The Association has its principal office and place of business at 2520 Venture Oaks Way, Suite 150, Sacramento, California 95833.

**ASSOCIATION BUSINESS** – The Association represents that it has the right to use the premises described for the purpose of conducting an exhibition concerning the Annual Education Conference of the California Escrow Association.

**TERM, PAYMENT, AND CANCELLATION** – The Exhibitor shall be entitled to use of the space(s) assigned for a total of two days (2) days, commencing at noon on Friday, October 15, 2020 and expiring at 5:00 pm on Saturday, October 17, 2020. The Exhibitor agrees to staff the assigned space during the appropriate hours. The exhibitor shall pay to the Association for space rental the sum specified in the Agreement. In the event of a cancellation at the Exhibitor's request, the Exhibitor will notify the Association by September 1, 2020, in which a TWENTY-FIVE PERCENT (25%) space reservation fee shall be retained by the Association. For cancellations received on or between Tuesday, September 1, 2020 and Friday, September 5, 2020, it is agreed that a SEVENTY-FIVE PERCENT (75%) space reservation fee will be retained by the Association. On cancellations received on or after Saturday, September 6, 2020, it is agreed that the ENTIRE (100%) space reservation fee will be retained by the Association, unless otherwise specified in the Agreement.

**USE OF EXHIBIT** – The space referred to herein shall not be used for any type of exhibit or for any product or service other than those specifically mentioned herein without the express prior written approval of the Association.

**CONDITIONS ON DESIGN OF EXHIBIT** – The Exhibitor shall have the right, subject to the provisions hereof, to arrange and design the exhibit within the space allotted herein in such manner as the Exhibitor shall deem best suited for the display, demonstration or sale of the products or services specified herein.

The Association reserves the right to disapprove the display of any item that the Association, reasonably and in good faith, determines is not in keeping with the nature, character, and orderly conduct of the exhibition, or is detrimental to the appearance of any other exhibits or of the exhibition as a whole.

The Association also reserves the right to require the exhibit be arranged in such a manner as not to interfere with other exhibits, and in particular those exhibits which shall be in close proximity to that of the Exhibitor.

The Association also reserves the right to require alteration of the appearance of the exhibit in order to prevent the destruction, deterioration, or loss of effect of any other advertising or any other exhibit.

The Association also reserves the right to disapprove any design or arrangement of the exhibit that the Association, reasonably and in good faith, determines may endanger the lives or safety of persons attending the exhibition.

**CONDUCT** – The Exhibitor shall not utilize any scheme or device which is illegal, in bad taste, or detrimental to the escrow or real estate industries. The Association reserves the right to require cessation of any such activity.

The Exhibitor shall not cause any apparatus or device to be placed in the exhibit which shall produce any undue noise or in any way interfere with, or be objectionable to, any other Exhibitor, and the Association shall have the right to require the removal of any such apparatus or device.

**MAINTENANCE** – The Exhibitor shall be responsible for all maintenance of the exhibit. At all times, including the hours the exhibition is open to the public, the Exhibitor shall maintain the exhibit in a clean and orderly manner, and shall take such steps as may be necessary to prevent injury or damage to any person or exhibit on the premises.

**REMOVAL** – The Exhibitor shall, at its own expense, immediately after the last break on Saturday, October 17, 2020 remove the exhibit and all of the Exhibitor's property from the premises, and the space referred to herein shall be left broom clean and in the same condition as when first occupied by the Exhibitor by no later than 8:00 pm on Saturday, October 17, 2020. *No property or material shall be removed prior to the close of the exhibition without the express written consent of the Association.*

**INSURANCE AND LIABILITY** – The Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damage to persons, displays, equipment and other property brought upon the Hotel premises, shall indemnify, defend, and hold harmless the California Escrow Association, the Hilton Costa Mesa, California Advocates Management Services and its owners, affiliated companies, agents, servants and employees from any such losses, damages and claims.

Exhibitor shall at his own expense obtain a liability insurance policy against any and all claims, demands, and liabilities for such losses. Said policy shall be placed with a reputable insurance carrier and shall be a minimum amount of \$1,000,000 for each occurrence.

### **A CERTIFICATE OF INSURANCE IS TO BE SUPPLIED TO THE ASSOCIATION BY AUGUST 07, 2020.**

In addition, Exhibitor acknowledges that the California Escrow Association, its agents, CEA's contracted decorator and the Hilton Costa Mesa do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance covering such losses by the Exhibitor.

**ADMISSION** – The exhibition shall be open to the conferees and delegates according to the published schedule.

**INTERRUPTION OF EXHIBITION** – In the event the premises in which the exhibition is to be held are destroyed by fire, the elements, other calamity, or other causes beyond the control of the Association, so that the exhibition cannot be held, the Association shall not be liable to the Exhibitor except to the extent of returning any payment previously made by the Exhibitor to the Association pursuant to the Agreement.

In the event the exhibition commences and cannot continue because of any circumstance beyond the control of the Association, the Association shall not be liable therefore except to the extent of returning to the Exhibitor the difference between the total cost of the space referred to herein and the cost of the space for the period the exhibition was open. The latter cost shall be calculated by dividing the total cost for the space provided for hereunder by the number of days the exhibition was scheduled to run, specified under TERM AND PAYMENT and multiplying the number of days the exhibition was actually open.

**ASSIGNMENT** – Neither party to this Agreement shall assign any right or delegate any duty hereunder, and they shall not permit any other person to use the space referred to herein, without the express prior written consent of the Association. If the Exhibitor shall attempt to permit any other person to use the space referred to herein, or shall attempt an assignment in violation thereof, such permit or assignment shall be without effect and the Association shall have the right to refuse admittance to such other person and to prevent such other person from using the exhibit. In the event of such refusal hereunder, the Exhibitor shall not be entitled to the return of any payment made hereunder and the Association shall not be liable to the Exhibitor for any damages arising out of such refusal.

**MERGER CLAUSE** – The writing contains the complete and entire understanding of the parties. No representations were made or relied upon by either party other than those expressly set forth therein.

No agent, employee, or their representative of either party is empowered to alter any of the terms hereof, unless the same is in writing and signed by an executive officer of all respective parties hereto.

**CONTROLLING LAW** – The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws.

California Escrow Association, 2520 Venture Oaks Way, Suite 150, Sacramento, CA 95833 • 916.239.4075–phone • 916.924.7323– fax • [www.ceaescrow.org](http://www.ceaescrow.org) • [cea@camgmt.com](mailto:cea@camgmt.com)