

CONTRIBUTOR AGREEMENT

This Agreement is made and entered into as of **Month/day/year** (the "Effective Date") by and between **ORGANIZATION NAME** ("ORGANIZATION"), a **STATE** not-for-profit corporation with offices at **COMPLETE ADDRESS** and **CONTRIBUTOR**, with offices at **COMPLETE ADDRESS** ("CONTRIBUTOR").

Contributor Terms and Conditions

This application, properly executed by Contributor shall, upon written acceptance and notification by ORGANIZATION constitute a valid and binding contract.

ORGANIZATION and Contributor each represents and warrants to the other that: (a) it has the necessary power and authority to enter into this Agreement; (b) the execution and performance of this Agreement has been authorized by all necessary corporate or institutional action; (c) entry into and performance of this Agreement will not conflict with any provisions of law or the certificate of incorporation or by-laws of the party; (d) no action by any governmental organization is necessary to make this Agreement valid and binding upon the party; and (e) it possesses all licenses and other governmental approvals necessary to perform its obligations under this Agreement.

Payment Requirements

Applications require 100% payment before Contributor option is assigned and confirmed in writing.

Space Assignments

Assignment of space to Contributors is made on a first come/first served basis. ORGANIZATION will continue to receive applications and assign exhibit space, as it remains available, until shortly before the event start date. In all cases, total payments must be received prior to show opening. ORGANIZATION's assignment of booths is final and shall constitute an acceptance of the Contributor's offer to occupy space. ORGANIZATION reserves the right, in its sole discretion, to reassign Contributor space or to modify floor plan for overall benefit of the show.

Subletting Space

No Contributor will assign, sublet, or apportion any part of the space allotted to him, nor exhibit therein, nor permit any other person or party to exhibit therein, any other goods, apparatus, etc. not manufactured or distributed by the Contributor except upon written consent of ORGANIZATION. Only one company shall be considered as the Contributor, and no other company is licensed to use the space unless said company or unit is a subsidiary, parent, or affiliate of the Contributor.

Demonstrations

No demonstrations or solicitations shall be permitted outside of the Contributor's assigned space, and no signs or placards may be displayed on or by persons or otherwise outside exhibit spaces. ORGANIZATION reserves the right to prohibit an exhibit or part of an exhibit, including promotional materials and graphics, which in its sole judgment may detract from the character of or may be considered objectionable to the exhibition or event. The following guidelines will be strictly enforced:

- Distribution of advertising matter and souvenirs must be confined to Contributor's space(s).

- Contributors are prohibited from having live animals on the exhibit floor, including fish or other tank-confined displays.
- Undignified methods of attracting attention will not be permitted. Booth activities, costumes, or presentations which are undignified, tasteless, racist, sexist, or offensive are prohibited.
- Tampering with another Contributor's booth or equipment will not be tolerated. The offender will be immediately removed from the exhibit floor (at the Contributor's own expense) and will be restricted from future participation.
- Exhibits must be staffed at all times during the show hours.

Installation and Dismantling of Exhibits

Exhibits must be completely installed and finished prior to show opening and must remain in place and staffed until the show closes. Information for installation and dismantling of exhibits will be sent to you in ample time to prepare for these activities.

Use of Event Site Public Space

Contributors must have permission of ORGANIZATION to reserve and use any meeting rooms, hospitality suites, convention space, ballrooms, and other public space in the event site. ORGANIZATION reserves the right to charge Contributors a fee for access to or use of meeting rooms, exhibit floor space, hospitality space, common areas, or other assigned contributor space.

Fire, Safety, and Health

The Contributor assumes all responsibility for compliance with all laws including, but not limited to, local, city, and state ordinances and regulations covering fire, safety, and health. All exhibit equipment and materials must be reasonably located within the booth and protected by safety guards and devices where necessary. Aisles surrounding the Contributor's space must be kept clear. Contributors are expected to construct booths in such a manner that will accommodate expected attendees within the confines of their designated exhibit space.

Master Brand

All ORGANIZATION-branded materials (including, but not limited to, Web sites, Mobile Apps, print collateral, and promotional items such as bags, pens, and shirts) for ORGANIZATION conferences, publications, products, services, and the like must adhere to the guidelines established in the ORGANIZATION. These guidelines are available here: [provide link to guidelines]

Contributor agrees to obtain written approval of any such materials from ORGANIZATION before final utilization and production of same. At ORGANIZATION's discretion, ORGANIZATION Meetings, Conferences & Events (MCE) or the appropriate ORGANIZATION sponsoring unit may provide such approval.

Publicity

ORGANIZATION acknowledges that Contributor may desire to use ORGANIZATION's name in Contributor's promotional materials, customer lists, press releases, product brochures, and financial reports. Contributor shall make no use of ORGANIZATION's name, logo, or trademarks without the expressed, prior, written consent of ORGANIZATION .

Confidential Information

Definition: "Confidential Information" as used herein means information identified by either party as "Confidential" and/or "Proprietary," or information that, under the circumstances, ought reasonably be treated as confidential and/or proprietary. "Confidential Information" shall include, but not be limited to, credit card information, names and contact information of attendees and employees, technical information, market research, membership data, analyses, studies, developments, processes, present and/or future product information, pricing information, business plans or other documents, information and materials that contain or reflect such information.

Confidentiality and Ownership of Information and Other Assets: Neither party shall disclose to a third party Confidential Information of the other party. The receiving party shall use the same degree of care as it uses to protect the confidentiality of its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing party. The foregoing obligations shall not apply to any Confidential Information that: (a) can be demonstrated to have been publicly known at the time of the disclosing party's disclosure of such Confidential Information to the receiving party; (b) becomes part of the public domain or publicly known, by publication or otherwise, not due to any unauthorized act or omission by the receiving party; (c) can be demonstrated to have been independently developed or acquired by the receiving party without reference to or reliance upon such Confidential Information, as evidenced by the receiving party's written records; (d) is provided to the receiving party by a third party who is under no obligation to the disclosing party to keep the information confidential; or (e) is required to be disclosed by law, provided that the receiving party takes reasonable and lawful actions to avoid and/or minimize such disclosure and promptly notifies the disclosing party so that the disclosing party may take lawful actions to avoid and/or minimize such disclosure. Contributor shall ensure that all of its subcontractors comply with this obligation.

Return of Confidential Information: All Confidential Information and any and all copies and reproductions thereof shall, upon the expiration or termination of this Agreement for any reason or within fifteen (15) days of written request by ORGANIZATION, be promptly returned to it, or in the alternative, destroyed upon ORGANIZATION's written request. Contributor shall ensure that all of its subcontractors comply with this obligation. In the event of such requested destruction, Contributor shall provide to ORGANIZATION written certification of compliance therewith within fifteen (15) days of such written request.

Liability and Insurance

Contributor assumes entire responsibility for and hereby agrees to protect, indemnify, defend, and hold harmless ORGANIZATION, ORGANIZATION's employees, volunteers, members, organizing committees, and agents and the event site and its employees and agents, against all third party claims, losses, and damages to persons or property, governmental charges or fines, and attorney's fees finally awarded by a court of competent jurisdiction arising out of or caused by Contributor's negligence or willful misconduct, excluding any such liability caused by the sole negligence of the event site and its employees and agents. In addition, Contributor acknowledges that ORGANIZATION and the event site may not maintain insurance covering exhibit property and promotional materials and that it is the responsibility of the Contributor to obtain business interruption and property damage insurance covering such losses sustained through participation. Contributor will be liable for all damages or liability of any kind or for any loss, damage, or injury to persons or any property during the show from any cause whatsoever by reason of use, occupation, and enjoyment of event.

Contributor agrees to indemnify, defend, and hold harmless ORGANIZATION, its parents, subsidiaries, affiliates and its and their officers, agents members, organizers, and employees from and against any and all claims, damages, liabilities, losses and/or expenses (including attorneys' fees and costs and any claim or threatened claim of third parties) incurred by ORGANIZATION (collectively, "Losses") that arise from any: (a) alleged or actual infringement or misappropriation of any copyright, patent, trademark, trade secret or other right based upon the deliverables provided by Contributor pursuant to this Agreement; (b) negligence or willful misconduct of Contributor; (c) Contributor's failure to perform fully its obligations herein in a timely manner; or (d) breach of any of Contributor's representations and warranties herein.

ORGANIZATION agrees to indemnify, defend and hold harmless Contributor, its parents, subsidiaries, affiliates and its and their officers, agents and employees from and against any and all claims, damages, liabilities, losses and/or expenses (including attorneys' fees and costs and any claim or threatened claim of third parties) incurred by Contributor (collectively, "Losses") that arise from any: (a) alleged or actual infringement or misappropriation of any copyright, patent, trademark, trade secret or other right based upon the deliverables provided by ORGANIZATION pursuant to this Agreement; (b) negligence or willful misconduct of ORGANIZATION; (c) ORGANIZATION's failure to perform fully its obligations herein in a timely manner; or (d) breach of any of ORGANIZATION's representations and warranties herein.

Non-Discrimination

ORGANIZATION prohibits discrimination, harassment or bullying against any person because of age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status or any other characteristic protected by law. ORGANIZATION expects that Contributor shall maintain an environment free of discrimination, including harassment, bullying, or retaliation when and where ever those individuals are conducting ORGANIZATION business or participating in ORGANIZATION events or activities.

Observance of Laws

Contributor shall abide by and observe all laws, regulations, and ordinances of any applicable government authority and all rules of the event site. Contributors are required by the applicable laws to be solely responsible for the collection and remittance of any sales or other taxes imposed on them.

Unions

Contributor will abide by and comply with rules and regulations concerning local unions having agreements with ORGANIZATION, event site, or with authorized contractors employed by ORGANIZATION.

Rules and Regulations

Contributor further agrees that the conditions, rules, policies, and regulations of ORGANIZATION are made a part of this contract and that said Contributor agrees to be bound by each and all of these.

If ORGANIZATION, in its sole discretion, determines a Contributor has violated any conditions, rules, policies, or regulations the violating Contributor, after receiving a single official warning and failing to correct the violation, may incur corrective action as deemed appropriate by ORGANIZATION.

Term and Termination

Cancellation

All cancellations must be made in writing, and no refunds are guaranteed.

Cancellation Fee Schedule

From date of signing until 30 April 2016	
After 30 April 2016 but on or before 16 June 2016	50% of the Contributor fee
After 17 June 2016	100% of the Contributor fee

Inability to Perform

If ORGANIZATION should be prevented from holding the event by any cause beyond its control (such as, but not limited to fire, flood, epidemic, earthquake, explosion or accident, blockage, embargo, inclement weather, governmental restraints, restraints or orders of civil defense, or military authorities, act of public enemy, riot or civil disturbance, strike, lockout, boycott or other labor disturbance, inability to secure sufficient labor, technical or other personnel, failure, impairment or lack of adequate transportation facilities, inability to obtain, or condemnation, requisition or commandeering of necessary supplies or equipment, local, state or federal law, ordinance, rule, order, decree or regulation, whether legislative, executive, or judicial, and whether constitutional, or act of God) or if it cannot fulfill the terms of the agreement as described, ORGANIZATION will refund to Contributor the full amount of the fee paid by them, and shall have no further obligation or liability to the Contributor.

In the event that the premise in which the event is conducted shall become, in the sole discretion of ORGANIZATION, unfit for occupancy, or substantially interfered with by reason of any cause or causes not reasonably within its control, this agreement may be terminated by ORGANIZATION. Should ORGANIZATION terminate this agreement pursuant to the provision of this paragraph the Contributor waives any and all claims for damages and agrees that ORGANIZATION, after computing the total amount of event cost and expenses in connection with its preparation for and conducting of the event (including a reasonable reserve for claims and other contingencies), may offer a partial refund to Contributor and shall have no further obligation or liability to Contributor.

Either party may terminate this Agreement immediately without liability if the other party ceases to conduct business or is the subject of a petition in bankruptcy which is not withdrawn within 60 days.

ORGANIZATION may terminate this agreement upon material breach by Contributor if Contributor fails to correct the breach after thirty (30) days written notice from ORGANIZATION.

Miscellaneous

Entire Agreement/Pre-Existing Obligations: This Agreement constitutes the entire agreement between the parties hereto and shall supersede any and all prior written or oral promises or representations.

Modifications: No amendments to or modifications of this Agreement shall be binding upon either party unless in writing signed by both parties.

Waiver: Neither the waiver by either party hereto of any breach of or default under any of the provisions of this Agreement nor the failure to exercise any rights hereunder shall be construed as a waiver of any subsequent breach or default or as a waiver of any such rights or provisions hereunder.

Severability: If any part of this Agreement shall be held to be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement.

Notices: All notices, consents and other communications hereunder shall be made in writing, by email, mail or courier, to the addressees designated below:

[Enter ORGANIZATION designee name, physical address, email address, and phone# here]

[Enter MANAGEMENT COMPANY designee name, physical address, email address, and phone# here]

Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of New York, without regard to conflict of laws principles. ORGANIZATION and Contributor agree that all actions arising under or in respect of this Agreement or any other document executed in connection herewith shall be litigated in a court of competent jurisdiction in the City and State of New York.

Performance during Disputes: Unless the Agreement has been terminated, Contributor shall be under the obligation to continue to perform its obligations under this Agreement while the parties seek to resolve any dispute.

Dispute Resolution: Except for matters in which injunctive relief is sought any controversy or claim arising out of or relating to this Agreement or the breach thereof may be submitted to non-binding mediation, the terms and conditions of which shall be mutually agreed to by the parties.

Force Majeure: None of the parties shall be liable to the other party for any delay or failure to perform arising out of causes beyond its reasonable control, including, but not limited to, government authority, riots, epidemics, unusually severe weather, fire, floods, war, terrorism, embargoes, labor disputes or strikes.

Parties in Interest: Nothing in this Agreement (whether express or implied) is intended to confer upon any person, other than the parties hereto, any rights or remedies under or by reason of this Agreement, nor is anything in this Agreement intended to relieve or discharge the liability of any other party hereto, nor shall any provision hereof give any entity any right of subrogation or action against any party. Neither party shall assign or subcontract the whole or any part of this Agreement without the prior written consent of the other party.

Relationship of the parties. Each party shall be acting as an independent contractor. Contributor shall have no authority, express or implied, to commit or obligate ORGANIZATION in any manner whatsoever, except as specifically authorized in writing by an authorized representative of ORGANIZATION. Nothing contained in this Agreement shall be construed or applied to create a partnership or joint venture.

Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Assignment: Neither party may assign this Agreement or its rights or duties hereunder without the prior written consent of the other party, which consent shall not unreasonably be withheld.

Counterparts: This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section Headings: Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day first above written.

ORGANIZATION

[CONTRIBUTOR]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____