

LIABILITY AND CONDITIONS AGREEMENT

GENERAL LIABILITY

The exhibitor expressly assumes all responsibility, liability and risk associated with, resulting from and/or arising in connection with the exhibitor's participation of presence at the CMEA Conference.

a. CMEA, its officers and members, are not responsible for any acts or representations of Exhibitors or their representatives, nor for The Broadmoor Hotel or its representatives.

b. CMEA shall have full power to interpret, amend and enforce all rules and regulations outlined in this letter and subsequent communications from CMEA. All decisions are binding on the exhibitor.

LIMITATION OF LIABILITY

Exhibitor expressly assumes all responsibility, liability and risk associated with, resulting from or arising in connection with Exhibitor's participation of presence at the Conference, including, without limitation, all risks of theft, loss, harm, damage or injury to Exhibitor, whether caused by negligence, intentional act, accident, acts of God or otherwise through the duration of the Conference. Exhibitor agrees that to the maximum extent permitted by law, Conference Management, Hotel and the facilities and their officers, agents, materials, goods and wares (collectively "property") belonging to Exhibitor, and they are released from liability for any damage, loss, or injury to person or property of the Exhibitor or its officers, employees, agents, representative, invitees and guests, resulting from fire, storms, threats or any other casualty or causes whatsoever. In no event will Conference Management, Hotel or the Exhibition Facility or their respective owners, directors, officers, employees, agents or representatives be liable for any consequential, indirect, special, punitive or incidental damages of any nature or for any reason whatsoever whether or not apprised of the possibility of any such lost profits or damages. Conference Management's maximum liability under any circumstance whatsoever will not exceed the amount actually paid to Conference Management by Exhibitor for exhibit space pursuant to your agreement when conference space is purchased. Conference Management makes no representations or warranties, expressed or implied, regarding the number of persons who will attend the Conference or regarding any other matters.

INSURANCE

CMEA, or the Broadmoor Hotel management, or any officers or staff members will not be responsible for the safety of the property of the exhibitors from theft, damage by fire, accident, or other causes, but will use reasonable care to protect the exhibitors from such loss and will have watchmen on duty during all periods when the exhibits are not operating. No responsibility is assumed for goods delivered to the exhibit area before the installation period or for unpacked materials left in the exhibit area after the closing hour of the exhibits. Exhibitors wishing to insure their goods must do so at their own expense.

CANCELATION POLICY

Any exhibitor wishing to cancel must notify the Exhibit Chair prior to 48 hours before the beginning of the first day of exhibits. No cancellation refunds for exhibitor registrations will be provided. All sales of exhibitor fees are final at the time of purchase (CMEA Board policy passed July 1, 2020.)

TABLES AND TABLE COVERING

It is critical to the professional image of the conference exhibit space that all tables and coverings are uniform. Vendors are asked to use 6'-8' tables with floor length tablecloths. **Tables are not provided with purchase of booth.** Exhibitors wishing to use conference tables are required to order these at the time of registration. Each rented table comes with a black tablecloth. No storage boxes or bins should be visible to patrons circulating the floor during open exhibit hours.

ROAMING AND SOLICITING

At no time will an exhibitor or his/her representative be allowed to circulate the exhibit hall or conference with propaganda, costume, or signage in an effort to solicit business and/or attention to his/her booth.

CARE OF EXHIBIT HALL SPACE

Nothing shall be posted on, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the building or furniture. Anything in connection therewith necessary or proper for the protection of the building, equipment or furniture will be at the expense of the exhibitor.

FOOD AND BEVERAGE

All food and beverages served on the Broadmoor Hotel premises must be provided through the Hotel Catering Service. This does not include samples dispersed from exhibit booths. The hotel and their catering service will, of course, be very accommodating in addressing specific needs; example: "bite size samples: provided by exhibitors".

REGULATIONS AND AGREEMENT

These Regulations become a part of the agreement between the exhibitor and CMEA when payment for exhibit space is made. These agreements have been formulated for the best interests of all exhibitors and CMEA members. CMEA leadership and hotel management respectfully asks the full cooperation of the exhibitors in their observance. All points not covered are subject to the decision of the CMEA Board, Exhibit Chair, and hotel management.