



REImagine! 2023 Exhibitor Agreement Terms and Conditions



The following Terms and Conditions govern this Agreement ("Agreement") between the CALIFORNIA ASSOCIATION OF REALTORS® ("C.A.R.") and the Exhibitor:

1. Acceptance. Acceptance of this Agreement by C.A.R. is effective when Exhibitor receives a returned copy signed by an authorized representative of C.A.R. C.A.R. reserves the absolute right to decline or reject any proposed Agreement or request for booth space for any reason whatsoever.

2. Exhibit Location, Dates, and Times. REIMAGINE! will be located at the Anaheim Convention Center ("Convention Center"), Anaheim, CA. Dates and times are:

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| a. Monday, September 18: | 1:00 p.m. to 4:00 p.m. ("Move-In Day" 300 sq. ft. or greater) |
| b. Tuesday, September 19: | 8:00 a.m. to 5:00 p.m. ("Move-In Day" 50 sq. ft. – 300 sq. ft.) |
| c. Wednesday, September 20: | 9:00 a.m. to 5:00 p.m. ("First Show Day") |
| d. Thursday, September 21: | 9:00 a.m. to 5:00 p.m. ("Second Show Day") |
| e. Thursday, September 21: | 5:01 p.m. to 9:00 p.m. ("Move-Out Day") |

While C.A.R. will use reasonable efforts to maintain the location, dates, times and floor plans of REImagine! C.A.R. reserves the right to change any of these at any time and for any reason whatsoever without liability, including but not limited to, moving Exhibitor to another similar size booth location prior to or during the show, and/or moving the event entirely online if C.A.R. in its sole discretion (1) deems it necessary for the safety of its staff, speakers, attendees or the general public, or (2) for any other reason.

3. Move-in/Move-Out. All Exhibitors and/or their outside contractor must check in with the Official Contractor (defined below) by 9:00 a.m. on Move-In Day listed above and complete all labor and construction of their booth displays by 5:00 p.m. on September 19. If Exhibitor fails to check in as required, booth space may be forfeited, made available for resale by C.A.R., and any booth fees paid by Exhibitor will be nonrefundable. If Exhibitor, due to circumstances beyond its control is delayed on Move-In Day, Exhibitor must notify C.A.R. immediately. If Exhibitor is unable to complete construction as required herein, C.A.R. may require dismantling. Dismantling of all booth displays must be started no earlier than 5:01 p.m. and completed no later than 9:00 p.m. on the Move-Out Day. In addition to the remedies available to C.A.R. under this Agreement, an Exhibitor that starts dismantling its booth display prior to 5:01 p.m. on the Move-Out Day may, in C.A.R.'s sole discretion, be assessed an early dismantling fee of \$500 and forfeit booth space and priority placement access at future events. No one under the age of 18 shall be allowed at the Exhibit Location show floor during Move-In Day or Move-Out Day.

4. Unclaimed Property. Any property remaining at REImagine! or Convention Center after 12:00 midnight on the Move-Out Day may be removed by C.A.R. or the Official Contractor (defined below). Exhibitor shall be responsible for all costs to remove and store such property. If such property is not claimed within five (5) calendar days of removal, Exhibitor forfeits all claims to such property, and C.A.R. will have all rights to such property, including the right to sell such property. Neither C.A.R. nor the Official Contractor shall be liable for any casualty, theft, damage, or other loss that may occur to such property during removal, storage, sale, or otherwise.

5. Staffing of Exhibits. Exhibit booths must be staffed and open for business at all times during show hours and no Exhibitor will be permitted to pack, remove, or otherwise dismantle their booth prior to the close of the show. If Exhibitor leaves Exhibitor's booth space unattended at any time during show hours, C.A.R. shall have the right to take possession of Exhibitor's booth space and terminate this Agreement with no refund. In addition, any Exhibitor breaching this provision may be denied exhibit space or priority placement in future events.

6. Booth Space Prices; Payment. Booth space prices are as follows: Standard 10'x10' = \$2,750; 10'x20' = \$5,500; 20'x20' Island = \$11,000. Please add \$150 for each corner placement. Payment is due in full with submission of this Agreement. Payment shall be by credit card, check or ACH payable to "CALIFORNIA ASSOCIATION OF REALTORS®".

7. Discounts and Bonuses. One complimentary five-line Classified Ad in the California Real Estate Magazine (CRE) REImagine! Issue, valued at \$150, will be provided to each Exhibitor with their exhibit booth if the Classified Ad form is returned to C.A.R. no later than July 1, 2023. Exhibitor will receive a complimentary Online Product Listing on <http://REImagine!.car.org> valued at \$2500.

8. Booth Space Furnishings and Restrictions. The basic booth space is a uniform style exhibit booth 10' deep and 10' wide (unless otherwise noted on floor plan). Included with this is: rental of booth space; 8' high back wall drape and 36" high side rail drape; Booth and Aisle Carpet; (1) 6' Draped Table; (1) Trash Can; (1) 7"x44" Company I.D. sign; and daily aisle cleaning. Exhibit displays must not project to obstruct the view of the adjacent booths. In the rear 5' of the booth material or equipment may be placed to a height not exceeding 8'. In the remainder of the booth, all display material or equipment shall not exceed 42" in height. Official Contractor and C.A.R. will use all reasonable efforts to ensure that all 300 sq. ft. or larger booths will have their Carpet/Padding and Electrical ready by the start of Move-In Day on Monday. All tables will be delivered for all booths by 5:00 p.m. on Tuesday. Chairs/stools ordered by Exhibitors on Tuesday will be delivered by 12 Noon.

9. Exhibitor Badges. All representatives of Exhibitor must be registered with C.A.R. and wear Exhibitor badges at all times during REImagine!. Exhibitor badges are available at the Exhibitor Registration Area. Badges must be requested prior to August 31, 2023 to receive five (5) complimentary badges per booth purchased. Additional badges may be purchased for \$25 per badge. If badges are requested after August 31, no complimentary badges will be available and a fee of \$25 per badge will be assessed for all badges. Exhibitor will also be assessed a service fee of \$25 for name changes, replacement of lost badges, or other Exhibitor badge related services.

10. Exhibitor Attendance During Non-Show Hours. Exhibitor representatives will not be permitted to enter REImagine! earlier than 30 minutes prior to the scheduled opening time for each Show Day. Exhibitors requiring additional time must make arrangements for earlier admittance at Exhibitor Registration desk on the previous day.

11. Booth Assignment. Booth space is generally assigned on a "first-come first served" basis for Agreements that are complete and paid in full. However, priority assignment is given to REImagine! sponsors and C.A.R.-endorsed companies. C.A.R. also considers prior participation in REImagine! when assigning booth space. In any event, C.A.R. reserves the absolute right to assign or change any booth assignment at any time for any reason whatsoever. Booth space assignment will be indicated on the returned copy of the Agreement.

12. Use of Booth Space. Exhibitor may not sublet, assign, or apportion all or any part of their booth space nor purchase multiple booth spaces for the purpose of subletting or assigning such booth space to third parties. Exhibitor is not permitted to allow representatives from non-exhibiting companies/firms, or divisions, subsidiaries or related entities of or within said companies/firms, to occupy its booth space, regardless of any affiliation that

such representatives may have with Exhibitor, without the prior written approval of C.A.R. Each and every exhibiting company, division, subsidiary or related entity of or within said company/firm, must have a signed Agreement for booth space and must have paid in full.

13. Official REImagine! Contractor; Exhibitor Services. The Official REImagine! Contractor ("Official Contractor") can provide Exhibitor related services such as booth carpeting, display rental, decoration, furniture rental, signs, cleaning, electrical and telephone wiring, audio visual service, and labor. An Exhibitor Service Manual will be provided before REImagine! with complete details and deadline dates for request of such services.

14. Shipping Instructions. Information on shipping methods and rates will be provided to all Exhibitors. All property shipped shall be at the sole risk and expense of Exhibitor. The Official Contractor will provide storage for incoming freight, delivery to booth, removal, storage and return of empty crates, and removal and shipment of outbound freight. All charges are based on inbound weights and must be prepaid. The address on all shipments shall include the Exhibitor's name and booth number(s).

15. Articles of Exhibit. Only those goods or services identified in this Agreement may be advertised, marketed, distributed, or sold by Exhibitor at REImagine!

16. Advertising Material. Exhibitor agrees that the use or distribution of any advertising material or souvenirs during REImagine! shall be subject to approval by C.A.R. Such materials must be distributed from within Exhibitor's booth except for materials approved by C.A.R. for inclusion in REImagine! advance mail-outs.

17. Endorsement by C.A.R., Using Exhibitor Name. Unless expressly indicated otherwise, C.A.R. does not endorse or assume responsibility for any Exhibitor and their products and services. Mere participation in REImagine! does not imply such endorsement. As such, Exhibitor understands and agrees that they may not advertise or otherwise represent that C.A.R. endorses its products and services unless such endorsement does in fact exist. Nor will Exhibitor disparage C.A.R., its subsidiaries or any C.A.R. endorsed business/service. C.A.R. may use Exhibitor's name, logo, trademarks and servicemarks (collectively, "Marks") in any materials for REImagine!, including but not limited to, the REImagine! Program, the REImagine! Website, Sponsorship materials (if Exhibitor has agreed to a Sponsor Agreement), and marketing materials for REImagine!. For sponsorships pursuant to the Sponsor Agreement, C.A.R. will use reasonable efforts to comply with Exhibitor requirements for use of Exhibitor's Marks. Exhibitor represents and warrants that its Marks and C.A.R.'s use thereof without alteration and otherwise strictly in accordance with this Agreement will not infringe, misappropriate, or otherwise violate any rights of any third party. The selection of a Sponsor does not constitute an endorsement of the Sponsor's products or services. Sponsor may not advertise that they are C.A.R. Sponsors in any way other than in REImagine! promotional materials for the year in which they are Sponsoring without prior written approval of C.A.R. Exhibitor shall not acquire the right to use C.A.R.'s Marks or artwork, designs, copyrighted materials, or any other materials or intellectual property of C.A.R., its related or subsidiary companies, parent, employees, directors, shareholders, assigns, successors or licensees without obtaining C.A.R.'s prior written consent.

18. Additional Qualifications for Exhibitors of Insurance Products. Exhibitors who wish to exhibit or discuss insurance products in any manner must be legally admitted as an insurance carrier or as surplus lines broker in California and must otherwise comply with all relevant laws and regulations regarding insurance. Exhibitor must provide a copy of Exhibitor's license from the California Department of Insurance and Exhibitor's rating to C.A.R. no later than 30 days after acceptance of this Agreement. Acceptance of this Agreement does not constitute acknowledgement by C.A.R. that Exhibitor has met the requirements stated in this provision.

19. Compliance with C.A.R. Policies; Right to Eject Exhibits. Exhibitor understands and agrees that their attendance and participation at REImagine! must comply with all provisions of this Agreement and all applicable C.A.R. policies and requirements (including but not limited to executing any health or other waivers required by C.A.R.), in addition to compliance with all applicable laws, rules, and regulations as set forth in Section 32 below. If C.A.R. determines Exhibitor is (1) in breach of or not in compliance with any of the foregoing, or (2) has acted or failed to act in such a way that C.A.R. in its sole discretion determines is harmful to its reputation or the reputation of REImagine!, including but not limited to Exhibitor's or its representatives' harassment or annoyance of REImagine! attendees, C.A.R. may terminate this Agreement and eject Exhibitor from REImagine! without a refund or liability. In the event Exhibitor is ejected from REImagine! C.A.R. may resell Exhibitor's booth space and retain all fees received therefrom.

20. Audio, Visual and Sound Effects. Exhibitor may not operate audio, visual and sound effect devices, or any attention getting devices at REImagine! without prior written approval of C.A.R. If approval is granted, such devices must be operated in a manner that does not annoy or disturb other Exhibitors. Filming, videotaping, broadcasting and other activities not considered by C.A.R. to be normal booth activities must also have prior written approval by C.A.R.

21. Performance of Music; Intellectual Property; Recording. Performance of music at REImagine! whether recorded, live broadcast or otherwise, is prohibited without the prior written consent of C.A.R. If consent is granted, Exhibitor understands and agrees that Exhibitor is responsible for all costs and licenses to perform such music. Exhibitor shall also be responsible for all costs and licenses to use any other licensed, patented, or copyrighted materials at REImagine!. Exhibitor agrees to indemnify, hold harmless and defend C.A.R. and the Convention Center, as well as their officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses, governmental fines or penalties, and costs or expenses (including court costs, interest, and attorney fees) of any kind whatsoever arising from Exhibitor's breach of this provision. C.A.R. may take photographs, and audio/visual recordings of Exhibitor during REImagine!. C.A.R. shall have no liability to Exhibitor for any attendee of REImagine! taking photographs or audio/video recordings of Exhibitor during the show. Exhibitor shall not take photographs or audio/visual recordings at REImagine! without C.A.R.'s prior written approval.

22. Decorations; Balloons. C.A.R. reserves the right to approve and determine final placement, arrangement, and appearance of all exhibit decorations. C.A.R. is not responsible for any costs incurred by Exhibitor that may result from compliance with C.A.R.'s directives under this provision. Balloons are prohibited without prior written approval of C.A.R. Helium balloons are not allowed.

23. Food. All food items must be approved by C.A.R. and the Convention Center's exclusive catering service at their sole discretion.

24. Official Contractor and Labor Coordination. The Official Contractor shall have control of all inbound and outbound freight to prevent congestion in the loading and unloading area, in the aisles, and in any freight traffic area. It is highly recommended that for set-up and dismantling, the labor services of the Official Contractor be used. If Exhibitor chooses to utilize its own contractor ("EAC") to provide any of Official Contractor's non-exclusive services, Official Contractor may prohibit any EAC from working at REImagine! unless Exhibitor delivers to C.A.R. at least 60 days prior to Move-In Day (i) a written statement setting forth the identity and intended use of the EAC, and (ii) a certificate of insurance evidencing that the EAC has in place the minimum insurance coverage of workers compensation insurance in the minimum amount required by state law as well as evidence of commercial general liability in a minimum amount of one million dollars (\$1,000,000) covering all operations. The policies for Commercial General Liability shall name C.A.R., Convention Center and Official Contractor as additional insureds for the events covered by this Agreement. EACs may not be used to perform Official Contractor's exclusive services of Cleaning, Electrical and Utilities, Material Handling Services, and Overhead Rigging Labor and Equipment.

- a. Check-in by all labor with the Official Contractor is required prior to start of set-up. No set-up may occur without authorization of the Official Contractor.
- b. Union contract rules and regulations may require Exhibitor to use qualified union personnel for installation and dismantling of exhibits and for material handling at REImagine! All work involved in the erection, touch-up painting, dismantling, and repair of all exhibits may fall under union jurisdiction. This work is to include wall coverings, floor coverings, pipe and drape, painting, hanging of signs and/or decorative materials from the ceiling, placement of all signs, and the erection of platforms used for exhibit purposes. This does not apply to unpacking and placement of merchandise. Full-time employees of Exhibitor may set their own exhibits provided that one person can accomplish the task in less than one-half (1/2) hour without the use of tools. If the exhibit preparation, installation, or dismantling requires more than one-half (1/2) hour, Exhibitor must use personnel supplied by the Official Services Contractor or an approved EAC. However, if union labor is required, Exhibitor may provide one full-time employee to supervise work with the union crew. Any full-time Exhibitor personnel involved should be prepared to produce appropriate identification when engaged in these activities.
- c. All work involved in the loading and unloading of all trucks, trailers and common and contract carriers, as well as the handling of empty crates and the operation of material handling equipment, may be under union jurisdiction. The union may also have the jurisdiction of the unloading, uncrating, unskidding, leveling, painting and assembly of machinery and equipment, as well as the reverse process. Full-time employees of Exhibitor may 'hand carry' material provided they do not use material handling equipment. If Exhibitor does choose to 'hand' carry material, Exhibitor may not be permitted access to the loading dock/freight door areas.
- d. C.A.R. shall not be liable for the acts or omissions of Official Contractor, its employees or its agents.

25. Exhibitor Property. Neither C.A.R., the Convention Center, nor the Official Contractor shall be liable for loss or damage to any Exhibitor property in storage, in transit to or from the exhibit building, or while in Convention Center building or premises. All property of the Exhibitor shall be deemed to remain under the Exhibitor's custody and control in storage, in transit to or from, and within the confines of the exhibit hall even though it may at times be under the temporary control or direction of C.A.R. or the Official Contractor.

26. Damage to Convention Center. Exhibitor shall be responsible for all damage to the Convention Center that is caused from Exhibitor's booth display or the acts and omissions of its employees, agents, or contractors.

27. Security. C.A.R. may provide security for REImagine! Such security is provided solely for the purpose of preventing unauthorized access into REImagine! and should in no event be relied upon as security for Exhibitor's property. As such, Exhibitor understands and agrees that C.A.R. is not liable for the acts or omissions of any security service provided which is alleged to result in the theft, loss, damage or other loss to Exhibitor's property while on the Convention Center premises.

28. Cancellation by Exhibitor; Liquidated Damages. Exhibitor may cancel this Agreement in writing at any time. However, Exhibitor understands that C.A.R. will incur damages as a result of the Exhibitor's cancellation. Due to the difficulty of determining such damages, Exhibitor agrees to pay the following as liquidated damages (which shall not constitute a penalty) in the event of Exhibitor's cancellation: fifty (50%) percent of the total booth fees paid if cancelled on or before June 1, 2023; one-hundred (100%) percent if cancelled after July 1, 2023.

29. Cancellation by C.A.R. C.A.R. may cancel this Agreement without liability if, for reasons beyond the control of C.A.R., C.A.R. is unable to comply with the terms of this Agreement or hold REImagine! as scheduled. In the event C.A.R. cancels, Exhibitor shall be entitled to a refund of all booth space fees paid, less the expenses incurred by C.A.R. up to the date of cancellation that are allocable to Exhibitor after prorating such expenses among all Exhibitors. For the avoidance of doubt, in the event C.A.R. elects to convert REImagine! into an online virtual event, such an action will not be considered a cancellation of this Agreement and any and all booth and/or sponsorship fees paid by Exhibitor in 2023 will be applied to the next in-person REImagine! event.

30. Insurance. For the dates of REImagine! Exhibitor shall obtain and maintain Comprehensive General Liability insurance. Such policy shall provide minimum coverage of not less than \$2,000,000 per occurrence and shall name "California Association of REALTORS®, Inc., its officers, directors, employees and agents" as additional insureds. A certificate evidencing such policy, its coverage, and indicating the additional insurers as required herein must be provided to C.A.R. no later than 60 days prior to REImagine!. Failure to provide such certificate constitutes grounds for C.A.R. to cancel this Agreement without liability and to retain Exhibitor's booth fees as liquidated damages. Exhibitor understands and agrees that neither C.A.R. nor the Convention Center maintains insurance covering Exhibitor's property and personnel and it is the sole responsibility of Exhibitor to obtain sufficient insurance coverage.

31. Outstanding Debts. All outstanding debts owed to C.A.R. must be paid prior to participation in REImagine!. If such debts remain unpaid at the time of REImagine! C.A.R. reserves the right to exclude Exhibitor from REImagine! without liability or refund. Failure of C.A.R. to exercise rights under this clause will not waive C.A.R.'s right to full collection.

32. Compliance with All Applicable Rules and Laws. In addition to the provisions of this Agreement, Exhibitor agrees to abide by all applicable rules, regulations, and federal, state and local laws that may be applicable, including rules of the Convention Center and fire and safety regulations. Exhibitor shall comply with reasonable instructions from C.A.R. or Convention Center staff, and from any public safety officials. All Exhibitors and their staff may not participate in any drawing or give-away at REImagine! If any Exhibitor or their staff should be chosen as a potential winner, such entry shall be invalid, and an alternate shall be chosen. This applies to all Exhibitors, whether or not they are REALTORS®.

33. Confidentiality. The parties hereto acknowledge that, during performing their respective rights and responsibilities under this Agreement, they may be exposed to or acquire information that is proprietary to or confidential to the other party. All non-public information of any form obtained in the performance of this Agreement shall be deemed to be confidential and proprietary information. The receiving party agrees to hold such information in strict confidence and not to disclose such information to third parties.

34. NO OTHER REPRESENTATIONS OR WARRANTIES; NON-RELIANCE. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN (A) NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT.

35. Severability; Waiver. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions shall not in any way be affected or impaired thereby. Failure to enforce any portion of the Agreement shall not be deemed to be a waiver to enforce such rights.

36. Choice of Law. This Agreement will be construed under the laws of the State of California.

37. Incorporation of Exhibitor Service Manual. All policies, rules and regulations contained in the Exhibitor Service Manual provided by C.A.R. are hereby incorporated by reference and made a part of this Agreement.

38. Entirety of Agreement; Assignment. This Agreement and all documents incorporated by reference constitute the entire agreement of the parties and may not be modified or amended in any respect whatsoever without written consent of C.A.R. Exhibitor may not assign this Agreement without the prior written consent of C.A.R. at its sole discretion.

39. Arbitration. ANY DISPUTE, CLAIM OR CONTROVERSY IN LAW OR EQUITY AND BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR REIMAGINE! SHALL BE DECIDED BY A NEUTRAL ARBITRATOR IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION SHALL TAKE PLACE IN LOS ANGELES COUNTY. THE COSTS OF THE ARBITRATION, OTHER THAN ATTORNEY FEES, SHALL BE BORNE EQUALLY BY THE PARTIES. THE PARTIES SHALL HAVE A RIGHT TO DISCOVERY IN ACCORDANCE WITH CODE OF CIVIL PROCEDURE §1283.05.

40. Americans with Disabilities Act. Exhibitor warrants that its planned exhibit design and use of booth space at REImagine! will be in compliance with the Americans with Disabilities Act ("ADA") and hereby accepts full responsibility for compliance with the ADA. Furthermore, Exhibitor will notify C.A.R. and the Convention Center in writing of any disabled person(s) affiliated with Exhibitor who may be attending REImagine! and specify special needs of such person. Such notice shall be given as soon as Exhibitor learns such person(s) will be attending REImagine!

41. Indemnification; Limitation of Liability. EXHIBITOR ASSUMES FULL RESPONSIBILITY FOR THE ACTS, OMISSIONS, AND CONDUCT OF ITS REPRESENTATIVES, AGENTS AND CONTRACTORS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND C.A.R., ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, GOVERNMENTAL FINES OR PENALTIES, AND COSTS OR EXPENSES (INCLUDING COURT COSTS, INTEREST, AND ATTORNEY FEES) OF ANY KIND WHATSOEVER ARISING FROM SUCH ACTS, OMISSIONS, AND CONDUCT EXCEPT TO THE EXTENT THAT SUCH CLAIMS, LOSSES, AND DAMAGES ARE THE DIRECT RESULT OF C.A.R.'S GROSS NEGLIGENCE OR INTENTIONAL WRONGDOING. IN ANY EVENT, C.A.R.'S LIABILITY TO EXHIBITOR UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF BOOTH FEES PAID BY EXHIBITOR.