

# Terms & Conditions

## Exhibits, Sponsorships, and Advertising

### REQUIREMENT TO BE AN ECHO MEMBER IN GOOD STANDING

For the 2020 Echo HOA University and Expo ("Expo"), the Executive Council of Homeowners (Echo) requires all Exhibitors, Sponsors, and Advertisers ("Expo Participants") to be members of Echo in good standing. Good standing requires that association dues and all outstanding balances be paid in full to Echo prior to the event.

### GENERAL TERMS & CONDITIONS

In consideration of the opportunity to participate in Expo, each Expo Participant agrees as follows:

**Payment Policy:** Booth payment is required prior to the Expo. All amounts due from Expo Participants are to be paid prior to the marketing activity and/or placement, unless otherwise agreed upon. Echo reserves the right to refuse or cancel any contract. Marketing benefits begin once Echo receives a signed contract and payment for the sponsorship and/or advertisement.

**Cancellations:** Refunds will not be granted for cancellations. Echo reserves the right to resell any booth space, sponsorship, or advertising placement, canceled by the Expo Participant.

**Claims & Liabilities:** Each Expo Participant agrees to defend, indemnify and hold Echo harmless, including reasonable attorney's fees, by reason of any demand, claim, action, cause of action or liabilities for any injury or damage resulting, sustained or alleged to be sustained by any person or persons, whether they be members of the public, employees and subcontractors of Echo, or others, occurring at or connected with the displays or involvement in Expo by the Expo Participant; as well as from any demand, claim, action, cause of action or liability arising as a result of the actions or negligence of the Expo Participant, its agents, employees, or persons performing services for it, including without limitation claims arising by virtue of viruses, malware, other malicious software or components resident within any Expo Participant's downloadable content or software files that is available to other Expo Participants or attendees ("Viruses"). Echo reserves the right to cancel the event for any reason, or for no reason. All published schedules are subject to change. Echo shall not be held liable for any errors or omissions on signage, promotional material, or references in catalogues, etc. All points not covered by this contract and all disputes that may arise as a consequence are subject to the final decision and determination of the Echo Board of Directors.

Expo Participants are responsible for ensuring that content and material submitted for inclusion on the site and/or for downloading by Expo Participants and attendees is accurate and complies with applicable laws. Echo shall neither be held responsible for the legality of or the accuracy or correctness of content or materials of contracted Expo Participants, nor shall they be held responsible for any financial or property damage caused by Viruses to Expo Participants or attendees. Expo Participants expressly warrant that the content they provide is legal and correct. They further agree to hold harmless and indemnify Echo if any claims or actions arise in this regard.

Each Expo Participant agrees that if he, she, or it suffers property, financial or other liability or damage as a result of downloading content available at Expo that contains Viruses that he, she or it (i) will not assert or maintain against Echo, its board members, officers, employees or agents any claim, action, suit or demand of any kind or nature whatsoever relating to any such damages and/or liability, and (ii) releases such parties, and each of them, from and against any and all claims, liabilities, demands, actions, causes of action, costs and expenses whatsoever, at law or in equity, known or unknown, anticipated or unanticipated, which he, she, or it ever had, now have, or may, shall or hereafter have by reason of such damages and/or liability.

Echo does not represent or warrant that the virtual Expo site ("Site") will be error-free, free of Viruses, or that defects will be corrected. Echo does not represent or warrant that the information available on or through the Site will be correct, accurate, timely or otherwise reliable. Echo reserves the right to make changes to the features, functionality, or content of the Site at any time. Echo reserves the right in their sole discretion to edit or delete any documents, information or other content appearing on the site

**Photography and Video:** Exhibitor grants permission to Echo to use their image(s) in video or other or marketing activity, and of the likeness and sound of their voice as recorded on audio or video tape without payment or any other consideration unless otherwise agreed upon. Exhibitor further agrees that images may be edited, copied, exhibited, published, or distributed for marketing purposes and in educational settings and waive the right to inspect or approve the finished product wherein their likeness appears.

### EXHIBITORS

**Exhibit Booth Personnel:** The number of booth personnel is determined by the package purchased in the section: "Sponsorship Packages & Benefits". Please contact the Echo office to purchase registrations for additional Exhibitor personnel. Registration purchases are non-refundable.

**Door Prizes:** Exhibitors are encouraged to participate in the Echo Scavenger Hunt, Leaderboard, and prize drawings. Echo will provide details to Exhibitors directly. Participation is not mandatory and there is no minimum dollar value required.

**Booth Assignments:** Virtual booth assignment is at the sole discretion of Echo. Echo retains the right to adjust booth order assignment and to make changes in assignments when Echo determines it is in its best interest.

**Character of Exhibits:** Echo reserves the right to decline any exhibit, Exhibitor, or proposed exhibit which, at its sole discretion, is not suitable for the event. Echo further reserves the right to require modifications of any exhibit. Any exhibit or materials deemed inappropriate at the discretion of Echo staff shall not be eligible for a refund. Exhibitors are responsible for ensuring that material submitted for inclusion on the site is accurate and complies with applicable laws.

**Sales & Solicitations (Suitcasing):** Echo considers the practice of suitcasing to be unethical business conduct and strictly prohibits the practice at Expo. Suitcasing refers to the practice of companies or persons who attend events as attendees who engage in "working the aisles" (or chat rooms in a virtual setting) from their suitcase to solicit business from other attendees and Exhibitors. For the good of the event and the Exhibitors who financially support the event, the only legitimate place to conduct business during event hours is within a contracted virtual exhibit booth. There is to be no sales messaging by nonexhibiting suppliers within the event using event virtual, video or other provided communication platforms.

### ADVERTISING & SPONSORS TERMS & CONDITIONS

All art mechanical requirements, and the terms and conditions set forth in this Echo Media Kit, apply fully and are part of this contract. All publication rights, reproduction rights and copyrights (excepting trademarks) are the property of Echo unless otherwise noted in this contract. Advertisers are responsible for ensuring that material submitted for inclusion on the site is accurate and complies with applicable laws. Echo is not responsible for the illegality or any error, inaccuracy, or problem in the Advertiser's or Sponsor's materials. Advertisers expressly warrant that the content they provide is legal and correct, and further they agree to hold harmless and to indemnify Echo if claims or actions arise in this regard.

All advertisements are subject to approval by Echo. All advertisements for the Echo website are accepted and published by Echo on the representation that the Advertiser and/or advertising agency are authorized to publish the entire contents and subject matter thereof. The Advertiser and/or advertising agency will defend, indemnify, and hold Echo harmless from and against any loss, expense, or other liability resulting from any claims or suits for libel, violation or right of privacy or publicity, plagiarism, copyright or trademark infringement, and any claims or suits that may arise out of publication of such advertisement. The liability for any error, omission or delay for which Echo may be held responsible shall not exceed the cost of the ad placement in question and may be remedied by placing compensating ad(s), at Echo's sole discretion.

#### **CONVERSION OF IN-PERSON CONTRACTS TO VIRTUAL EXPO PLATFORM**

Echo will make every attempt to transition Sponsors and Exhibitors, currently contracted with Echo for a live, in-person events recently canceled due to the coronavirus pandemic, to the virtual Expo platform described herein. The transition will be of equal or better monetary value and may include virtual exhibit booths, sponsorships, advertising, and other marketing opportunities.