

## **CUAD Summit Participation Terms and Conditions**

The Credit Union Association of the Dakotas (CUAD) and Mid-America Financial Service Corporation (MASC) produce and provide event management and attendance promotion for its 2017 CUAD Summit (“Event”). The Event will take place at the The Lodge at Deadwood (“Facility”) on April 10-12, 2017 (“Event Dates”) and the trade show (“Trade Show”) will take place at designated times during the Event. Any person or entity attending or participating in the Event (“Sponsor”) shall be subject to these Participation Terms and Conditions (“Terms and Conditions”).

By sponsoring an event at the 2017 CUAD Summit, the Sponsor agrees to the following terms and conditions. CUAD/MASC shall not be responsible for any direct or indirect damages to Sponsor arising out of this agreement.

1. **EXCLUSIVE CONTROL:** CUAD/MASC shall have exclusive control over event admission and operational policies, including the enforcement of these Terms and Conditions. These Terms and Conditions are established for the mutual benefit and protection of CUAD/MASC and Sponsor. CUAD/MASC shall retain the right to make such changes in the time schedule or in the general plan of the event as deemed necessary. Sponsor shall conform to these Terms and Conditions and to any rules of the Facility in which the Event is being held.

The acceptance of sponsorship is based upon social, professional, ethical, and legal considerations. CUAD/MASC reserve the right to unilaterally reject or cancel any sponsorships that it deems are not in the best interest of CUAD/MASC, its members, and consumers.

2. **RESPONSIBILITY:** It is the responsibility of the Sponsor and each individual that is in any way associated with Sponsor to be familiar with these Terms and Conditions and comply with the same.
3. **SPONSORSHIP REGISTRATION AND FEE.** Each Sponsor **MUST** be registered for the event and pay the Sponsorship Fee in full prior to event and each Sponsor Attendee must be individually registered and pay any applicable fees in full prior to event.
4. **ASSIGNMENT OF EXHIBIT SPONSORSHIP SPACE:** CUAD/MASC will make a reasonable effort to assign exhibit space based upon the preferences indicated by the Sponsor in registration; however, CUAD/MASC does not guarantee any particular exhibit space will be assigned to a given Sponsor. Sponsor may only display products and/or information in the assigned exhibit space unless permission is provided by CUAD/MASC. No space will be assigned without full payment.
5. **CANCELLATION POLICY:** Cancellation of sponsorship **MUST** be made in writing.

Written cancellations of sponsorship received by February 28, 2017 prior to event will receive a full refund.

Written cancellations of sponsorship received between March 1, 2017 and March 31, 2017 prior to event will receive 50% refund.

No refunds will be made for cancellation of sponsorship received after April 1, 2017.

Notwithstanding the above, the performance of this Agreement by CUAD/MASC is subject to acts of God, civil disorders, disasters, government regulations, or other emergencies, or any other circumstances beyond the control of CUAD/MASC including, but not limited to, power failure or blackout, any of which make it illegal or impossible to provide the facilities and/ or services contemplated. This Agreement may be terminated by CUAD/MASC for any one or more of such reasons without liability.

Cancellations of registered sponsor attendees received after April 1, 2017 will not be refunded.

6. **BOOTH SPACE SET-UP AND TEAR DOWN:** Sponsor agrees to comply with the installation and dismantling schedules provided below. Installing or dismantling an exhibit at any other time without the prior written consent of CUAD/MASC is expressly prohibited.

Move-In: **8:00 a.m. to 4:30 p.m. on April 10, 2017**

Move-Out: **2:45 p.m. on April 11, 2017**

Each Sponsor shall have its exhibit in place before **5:30 p.m. on April 10, 2017** and have its exhibit dismantled and removed following the **1:30 p.m. General Session on April 11, 2017**. Early dismantling is disruptive to Summit guests. Therefore, sponsors may not pack, tear down, or remove any portion of the exhibit prior to the official closing noted above. It will be each Sponsor's responsibility to see that all materials are removed from the facility by **end of day on April 12, 2017**.

7. **APPROPRIATENESS OF EXHIBITS:** CUAD/MASC reserves the right to judge the appropriateness of any display and/or the conduct of Sponsor and/or Sponsor's Attendees while on the event premises, and to decline to permit Sponsor to conduct or maintain a display if, in the sole judgment of Event Management, said display or conduct shall in any respect be deemed unsuitable. This reservation relates to persons, conduct, the display of articles or merchandise, printed matter, souvenirs, catalogs, and any and all other things, without limitation, which might negatively affect the character of the Event.
8. **SPONSOR LOGO:** Sponsors are jointly and severally liable for all content (including text representation and illustration) of the logo printed. Sponsors shall indemnify and hold

harmless CUAD/MASC from and against any and all claims, demands, actions, judgments, costs, damages, expenses and liabilities inclusive of attorney fees and court costs arising out of or in connection with Sponsors logo.

CUAD/MASC reserve the right, in its sole and absolute discretion, to position logos anywhere on publications. CUAD/MASC shall not be responsible for any typographical or printing errors.

9. **SHARING AND SUBLETTING:** Sponsor agrees not to share, assign or sublet the whole or any portion of the assigned exhibit space.
10. **CONFLICTING ACTIVITIES:** Sponsor shall not permit, conduct or participate in activities, on any location on Event Facility grounds that would take attendees from official functions of the Event during Event hours. Sponsor shall not take literature, samples, gifts, or register for prizes from other Sponsors, nor shall any Sponsor visit another Sponsor's hospitality function without that other Sponsor's express permission. This, however, does not prohibit participation in Event fundraisers. Each Sponsor is responsible to know and comply with any and all local, state, and federal laws applicable to Sponsor's activities during the Event including, but not limited to, those regulating gambling, auctions, alcohol, and similar activities.
11. **INDEPENDENT CONTRACTOR:** The parties understand that the relationship created hereby is one of independent contractor, and that nothing contained herein shall be construed by the parties or by any third person to create any franchise, fiduciary, agency, partnership, joint venture, employment or other special relationship between the parties. Neither party may create any obligation or responsibility, express or implied, on behalf of or in the name of the other.

Sponsor is expressly prohibited from representing itself as an affiliate, associate, partner, division, or extension of CUAD/MASC without the express authorization of such entity.

Sponsor is expressly prohibited from representing itself or its activities as bearing the approval, endorsement, recommendation, sponsorship, or any other official or unofficial relationship to or with CUAD/MASC without the express authorization of such entity.

Neither party may create any obligations nor responsibilities, express or implied, on behalf of or in the name of the other.

12. **PRIZE DRAWINGS:** All prize drawings must be approved in advance by CUAD/MASC in accordance with drawing rules or guidelines established for the Event. Any and all prizes to be distributed by means of a drawing shall be awarded based on a random selection from qualified contestants in full compliance with applicable law. It is the sole responsibility of the Sponsor to ensure the prize drawing winners receive their prize.

13. PARTICIPATION CONTACT PERSON: Sponsor shall designate one (1) contact person on the Registration with authorization to enter into such contracts as necessary for the installation and removal of displays and the provision of services for which the Sponsor will be responsible.
14. CONVENTION REGISTRATIONS: No more than two (2) representative registrations are included with each Sponsorship purchased. Any additional person(s) on the premises on behalf of Sponsor will be required to pay the Registration and any additional applicable fees determined for additional representatives.
15. SHIPPING: Sponsor shall ship, at its own risk and expense, all property to be exhibited. All shipments must be prepaid. Additional shipping information is available at The Lodge at Deadwood. Specific questions may be directed to 605.584.4800.
16. INSURANCE, LIABILITY AND INDEMNIFICATION: The Sponsor agrees to maintain, at its sole cost, adequate insurance to fully protect the CUAD/MASC and its co-sponsors, service contractors and the Facility from any and all claims arising from Sponsor's activities including but not limited to, the installation, operation and dismantling of Exhibit displays. This includes claims under the Workers' Compensation Act or personal injury, death, or for damage to property. The Sponsor is responsible for any and all damages caused by the Sponsor, its employees and agents.

The Sponsor understands that neither CUAD/MASC nor the Facility maintains insurance covering the Sponsor's property and it is the sole responsibility of the Sponsor to obtain such insurance.

Sponsor agrees to protect, save and keep CUAD/MASC, and its co-sponsors, service contractors and the Facility harmless from any and all claims, losses, costs, damages, liability and expense arising from Sponsor's occupancy or use of the event space, failure to comply with the Terms and Conditions and regulations as stated herein, or as a result of any act or omission of the Sponsor, its employees, or agents and waives all claims of any kind against the Event Management, service contractors and Facility. This Agreement shall be construed in accordance with and governed by the laws of the State of North Dakota.

17. ENTIRE AGREEMENT. It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

18. PENALTY FOR VIOLATION: It is the responsibility of Sponsor to ensure that these Terms and Conditions are followed. Failure to do so may result in the Sponsor's suspension from this and future CUAD/MASC conferences and functions.