



California Association
of Nonprofits

Protecting, Strengthening & Promoting Nonprofits

17th ANNUAL CAN CONFERENCE
Thursday, October 23, 2008
Center at Cathedral Plaza
555 West Temple Street
Los Angeles, CA 90012

Exhibitor Agreement

Contact Name

Company

Address

City/State/Zip

Phone

Fax

Email

Website

Standard	CAN Member*	Nonmember
6' Table Top	\$495	\$695

*Please include your CAN Membership number to reserve at the CAN rate:

TOTAL \$

Payment Information

- Check enclosed (payable to CAN)
- Visa
- MasterCard

Credit Card Number:

Expiration Date

Name on Card (please print):

Cardholder signature:

Please include a 50-word description of your company as you like it to appear in the conference program and website.

E-MAIL TO: (Visa & MasterCard payment only – we will call you for credit card number – DO NOT include in email message)

Gregg Davidson
gdavidson@CAnonprofits.org

FAX TO: (Visa & MasterCard payment only)

Gregg Davidson, Director of Education
213-347-2080

MAIL TO:

Gregg Davidson, Director of Education
520 South Grand Avenue, Suite 695
Los Angeles, CA 90071

Cancellation Policy

- Cancellations received three weeks or more before an event will be refunded less a \$50 administrative fee if we are able to resell your space.
- After that deadline, cancellations cannot be refunded and will be considered a donation to CAN.

CALIFORNIA ASSOCIATION OF NONPROFITS (CAN®) EXHIBITOR AGREEMENT 2008

Please read the information on this sheet. Exhibitors must agree to the following:

1. The Workshops and Conferences of the California Association of Nonprofits are produced by and are the property of the California Association of Nonprofits. Promotion and management of the CAN events will be provided by CAN.
2. The order of booths, assignment of space, and the full payment of exhibit fees constitute a contract or rental of space assigned. Exhibitors failing to occupy space will not be relieved of the obligation to pay the full rental price.
3. Allocation of available space will be made on a "first come, first served" basis, based on size of space reserved. CAN reserves the right to make final space assignments or change space assignments after the application should it be in the best interest of the conference or exhibits.
4. Contracts must be accompanied by full payment, made payable to the California Association of Nonprofits
5. Upon giving written notice, an exhibitor may cancel or withdraw from the CAN Conference prior to three weeks before the event and receive a full refund less a \$50.00 administrative fee if we are able to resell your space. After that time no refund will be given and any monies paid will be considered a donation to CAN.
6. In the event that the premises where the CAN Conference is to be housed are destroyed or damaged, or the CAN Conference fails to take place as scheduled, or is relocated or interrupted and discontinued, or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, or emergency declared by any government agency, or for any other reason, this contract may be terminated by the California Association of Nonprofits. In the event of such termination, the exhibitor waives any and all damages and claims for damage and agrees that the sole liability of the California Association of Nonprofits shall be to return the exhibitor's rental payment.
7. Each exhibitor organization must name at least one person to be its official representative, with authorization to enter into such service contracts necessary for the installation and removal of exhibits and provision of services, for which the exhibitor will be responsible. There must be at least one person in the exhibit site during all hours the exhibit is open. Exhibitor agrees not to assign or sublet the whole or any portion of the rental space covered by this contract. No two companies of different ownership can share a single booth without prior approval by the California Association of Nonprofits.
8. The aisles and other space in the exhibit area are not leased to the exhibitors and shall be under the control of the California Association of Nonprofits. All displays, interviews, conferences, distribution of literature, lectures, or any other type of activity shall be conducted inside the space contracted for. Exhibitor representatives standing in the aisles or in front of exhibit booths of other exhibitors for advertising purposes is strictly prohibited. Nothing shall be posted on, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the building or furniture. Signs, rails, etc. will not be permitted to intrude into or over aisles.
9. The California Association of Nonprofits shall have the right to prohibit any exhibit or part of an exhibit that, in its opinion, is not suitable to or in keeping with the character or purpose of the conference. Questionable exhibits shall be modified at the request of the California Association of Nonprofits. CAN reserves the right to interpret and remove from the conference program materials, advertising, or literature that it feels would be in bad taste to be displayed.
10. Persons connected with non-exhibiting concerns are prohibited from any dealings, exhibiting, or soliciting within the exhibition area or conference facilities. Exhibitors are urged to immediately report any violation of this requirement to CAN.

11. Exhibitor agrees to protect, save, and keep the California Association of Nonprofits forever harmless from any damages or charges imposed for violation of any law or ordinance, by the negligence of the exhibitor, as well as strictly comply with the applicable terms and conditions contained in the agreement between the Hotel/venue and the California Association of Nonprofits regarding the exhibition premises. Further, exhibitor shall at all times, protect, indemnify, save and keep harmless the board of directors and staff of the California Association of Nonprofits and subcontractors against and from any and all loss, cost damage, liability, or expense arising from or out of or by reason of said exhibitor's occupancy and use of the exhibit premises or a part thereof.

12. The Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of exhibitor's activities on the Hotel/venue premises and will indemnify, defend and hold harmless the Hotel/venue, its owner and its management company, as well as their respective agents, servants and employees from any such losses, damages and claims.

The California Association of Nonprofits will exercise responsible care for the protection of exhibitor's materials and displays. However, the exhibitor, on signing the form, expressly releases the California Association of Nonprofits and the Hotel/venue from, and agrees to indemnify same, against any and all claims for such loss, damage or injury. Exhibitors desiring to carry insurance on their exhibits will place it at their own expense.

13. Fire regulations require all display materials used for decoration of the exhibit to be flameproof. All electrical equipment, including signs and lights, shall be in good condition and pass inspection of the Fire Marshall. Each exhibitor agrees to be knowledgeable and responsible regarding ordinances and regulations pertaining to health, fire prevention and public safety while participating in the CAN Conference.

14. Exhibitor agrees to ship, at his/her own expense, property to be exhibited. All shipments must be prepaid. Further information will be forwarded upon receipt of signed contract.

15. Exhibitor represents and warrants that no musical work protected by copyright will be staged, produced, or otherwise performed by either "live" or "mechanical" means, by or on behalf of the exhibiting firm, at the California Association of Nonprofits Conference unless exhibitor has previously obtained written permission from copyright owner of the copyright owner's designee (e.g. ASAP, BMI, or SESAC) for such use.

Exhibitor further represents and warrants that it shall be fully responsible for the performance of all obligations under any agreement permitting the use of such music, including but not limited to all obligations to report data and to pay royalty fees.

16. Exhibitor shall not foster or conduct outside activities that would take Conference participants away from the Conference functions and/or workshops during scheduled hours.

17. Rules and regulations relevant to the property hosting the event will be provided to the exhibitor by the California Association of Nonprofits upon receipt of the signed contract.

18. Any and all matters and questions not specifically covered by this exhibitor agreement shall be subject to the decision of the California Association of Nonprofits. The aforementioned items covered by this contract may be amended at any time by CAN in the interest of the conference and notice thereof shall be binding to exhibitor equally with the foregoing requirements set forth in this agreement.

19. It is the responsibility of the exhibitor to be fully familiar with these requirements and to see that each member of the firm attending the CAN Conference, either as exhibitor personnel or as registrant or both, is familiar with these rules and regulations.

20. By signing the Exhibitor Contract, the Exhibitor agrees to all the terms stated in this Agreement.

Name of authorized party

Signature of authorized party

Date