

This section covers the basic agreement between CADCA and Mid-Year Resource Partners. By applying for table-top display space, the partner agrees to adhere to all policies, rules and regulations outlined in this document.

PARTNER ACCEPTANCE: All Applications are subject to review and acceptance by CADCA. First-time resource partners must include a sample brochure or pamphlet with their Applications for this purpose. Unethical conduct or infraction of rules or regulations on the part of the partner or the partner’s agents, or both, will subject the partner or partner’s agents to dismissal from the display area, in which event it is agreed that no refund shall be made by CADCA and, further, that no demand for redress will be made by the partner or the partner’s agents. The display of products or services at CADCA’s 2020 Mid-Year Training Institute (MYTI) is neither an endorsement of the partner nor of the products or services displayed. CADCA is not responsible for any claims made by the partner. In addition, the partner may not, without prior consent by CADCA, incorporate in subsequent promotions the fact that its products or services have been displayed at the MYTI. CADCA reserves the right, even if a Partner Application has been approved, to refuse displays, curtail displays or close displays or parts of displays that do not, in CADCA’s sole determination, comply with its rules and regulations.

DISPLAY CONTENT: Only products or services listed on the original Partner Application and approved by CADCA may be displayed. Potential partners are advised that the acceptability of products or services for display at the MYTI is based on legal, social, professional and ethical considerations. Resource Partner table-top displays must be consistent with the professional nature of MYTI. Display space is not intended for airing either side of a controversial social, political or professional issue. In addition, CADCA reserves the right to decline display requests from companies displaying products and services that could be considered competing with CADCA’s Member Benefits Programs.

ACCESS FOR PEOPLE WITH DISABILITIES: Each partner shall be responsible for compliance with the Americans with Disabilities Act (ADA) with regard to its table space, including, but not limited to, wheelchair access provisions. Partners shall indemnify, hold harmless and defend CADCA, its officers, directors, agents, members and employees from and against any claims, liabilities, losses, damages and expenses, including attorneys’ fees and expenses, resulting from or arising out of the partner’s failure or allegations of the partner’s failure to comply with the provisions of the ADA. CADCA works to provide an accessible meeting for all attendees with disabilities and believes that people with disabilities should be given the opportunity to participate and interact to the fullest extent possible. As a prospective partner, CADCA encourages you to make your table accessible to people with disabilities. This entails simple alterations to remove or modify physical barriers and to provide accessible promotional materials. Resource Partners should set up their displays to allow people using wheelchairs to easily enter the display and view materials. This can be done by lowering displays or counters and ensuring that there is ample entrance space in the display area. Partners should provide order forms or promotional materials in alternate formats such as large print, Braille or computer disk for people who are blind or visually impaired. Additionally, any videos shown should be captioned for people who are deaf or hearing impaired. Approach people with disabilities with a positive, relaxed attitude in the same way you would approach any other prospective customer. Plan in advance how you will welcome people with disabilities into your booth. If altering your display is not an option, make up in service what you lack in “architecture.”

ATTENDANCE: CADCA makes reasonable attempts to attract quality resource partners and attendees to its Display Area but makes no representation or warranties with respect to demographic nature, quality and/or number of partners and/or attendees. Traffic by any given table is a function of efforts made by the particular partner to attract attendees to that particular display and not the responsibility of CADCA. CADCA **does not** supply resource partners with a list of attendees other than the list provided online and/or through the MYTI app.

TABLE-TOP ASSIGNMENT: Although CADCA will attempt to accommodate partner requests for specific tables, no guarantees can be made that the partner will be assigned the specific table(s) requested. The partner acknowledges that it is not contracting for a specific table, but rather for the right to participate as a MYTI partner. CADCA reserves the right to alter locations of displays as shown on the official floor plan, if deemed, in CADCA’s sole determination, to be advisable or in the best interests of the MYTI.

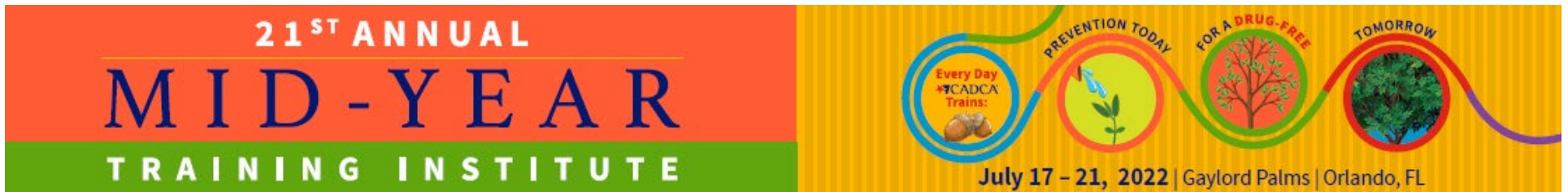


TABLE-TOP CANCELLATION / NO-SHOW POLICY: All requests for cancellations must be submitted via email to kyeldell@cadca.org by June 15, 2020 for a 50% refund of the Partner fee. There will be no refunds after midnight EST on June 16, 2020 and no refunds for no-shows. Any booth unoccupied by 8 am on Monday, July 27, 2020, will be regarded as a "no-show." The partner will have been deemed to have cancelled the display space contract, and, as such, the partner will pay as liquidated damages 100% of the total contracted space fee. All freight will be removed from the partner's table and returned to the loading dock at the partner's expense, and CADCA will be free to assign the space to other partners or utilize the space at its discretion. By submitting this registration form, you have agreed to this cancellation policy.

TABLE-TOP SPECIFICATIONS: Demonstrations, lighting, literature distribution and sound levels must not interfere with the flow of aisle traffic. CADCA reserves the right to have the partners discontinue any activity or dismantle any display/demonstration feature that interferes with the normal traffic flow in the aisles or that overflows into neighboring displays. Partners who wish to use any nonstandard table-top specifications, design, equipment, etc. that conflict in any way with these regulations must submit two copies of a detailed rendering or proposed layout (including dimensions) at least 30 business days before the MYTI for CADCA's approval.

SERVICES AND EQUIPMENT PROVIDED: In addition to use of the space itself for the entire display period, the price of the table display includes one 6' draped table with one chair; lobby tile or carpet; and one complimentary registrations.

HANGING ITEMS: Hanging signs, banners or display materials are limited to CADCA services and displays unless approved by CADCA.

MOVE-IN/MOVE-OUT: Resource partner displays and equipment are to be brought into and taken from the display area via the loading dock only, unless otherwise agreed upon by the GSC.

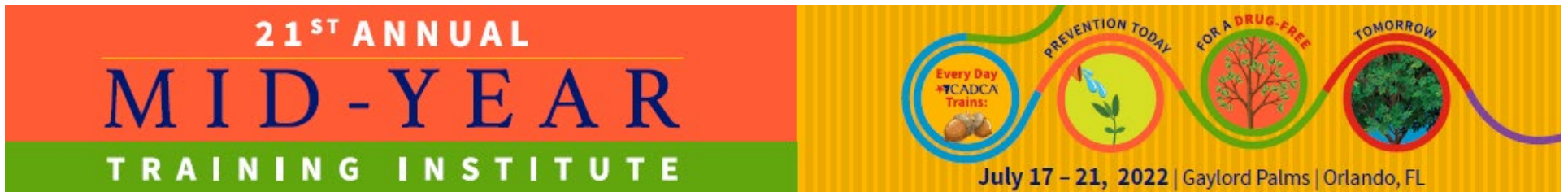
FIRE AND SAFETY GUIDELINES: Partners must comply with all federal, state and local fire and building codes that apply in the Gaylord Opryland. Details regarding fire and safety guidelines for the Gaylord Opryland are available via request. Please contact Kahlee Yeldell, kyeldell@cadca.org.

CARE OF HOTEL SPACE: Holes may not be drilled or punched into any surface in the Gaylord Opryland Hotel & Convention Center. The painting of display areas or signs is not allowed anywhere inside the Gaylord Opryland. Decorations, banners, signs, etc. are not to be affixed to any wall, door, window, column, ceiling, or any surface in the Gaylord Opryland.

DISPLAY OPERATIONS: All Resource Partners are expected to contribute to an overall professional environment, and CADCA reserves the right to make on-site judgments regarding conduct that detracts from the environment. For security reasons, partners and their vendors, contractors and agents must wear their badges at all times in the display area during move-in, display open hours and move-out and conduct themselves and wear attire consistent with the professional decorum of the MYTI. As a courtesy to those attending MYTI and to fellow partners, table-top displays must be open and staffed during all display open dates and hours of operation.

DISTRIBUTION OF MATERIALS: Distribution of printed material, audio recordings and/or videos by the partner or its agents is limited to the area rented by the partner in the display area. Such materials are not permitted in the registration areas, on lunch and/or lounge tables, in or near meeting rooms, in parking lots or in hotel rooms contracted by CADCA. Noncompliance with this regulation will result in the prompt removal of the offending person and property from that area.

SELLING OF PRODUCTS OR SERVICES: Partners electing to take orders or conduct sales transactions must do so in a manner consistent with the professional nature of the display area. Orders taken by partners accepting checks or credit cards are permitted. Cash transactions are discouraged.



SOUND: The use of open audio systems is strongly discouraged but not prohibited. Sound from audio speakers should be directed into the table-top area and not into the aisles or foyer. Sound levels emanating from an display space may not exceed 65 db when measured by CADCA from the Gaylord Opryland of any adjacent aisle. The partners must discontinue such use if the sound level exceeds the stated acceptable decibel level, or if, in the opinion of CADCA, it is deemed to be objectionable to attendees or adjacent partners. Music licensing requirements for showing prerecorded video and audio presentations is the sole responsibility of the partner.

SUBLETTING SPACE: No partner may assign, sublet, apportion or exchange all or any part of its display space with or to another organization or business unless prior written consent has been obtained from CADCA. Any materials other than those manufactured or distributed by the partner in the regular course of business may not be displayed by the partner or be allowed by the partner to be displayed by other persons or firms without the written consent of CADCA.

SECURITY: CADCA will NOT provide security for the display area during move-in, move-out hours or overnight on Sunday, July 26, 2020 through Wednesday, July 29, 2020. The furnishing of such service is in no case to be understood or interpreted by partners as a guarantee against loss or theft of any kind. Neither CADCA nor The Gaylord is liable for or carries any insurance on partner property or fixtures. For this reason, partners are encouraged to carry insurance on their displays at their own expense. Because the display area is in a public, un-securable area, CADCA and the Gaylord Opryland will not be able to prevent traffic from passing your table-top area during closed hours.

LIABILITY AND INSURANCE: The partner shall, at its sole cost and expense, procure and maintain through the term of this contract comprehensive general liability insurance against claims for bodily injury or death and property loss or damage occurring in or upon or resulting from the premises leased by CADCA. CADCA will bear no liability for personal injuries, whether suffered by the partner, its employees, its contractors, agents or business invitees. CADCA will also assume no liability for loss or damage to the property of the partner, its employees, its contractors, agents or business invitees, regardless of the cause, unless such injury of damage results from, or is caused directly or exclusively by, the negligence or wrongful acts of CADCA. Each partner, in making application for space, agrees to protect, indemnify and hold harmless CADCA, the Gaylord Opryland, and their officers, directors, agents and employees from any and all claims, liability, damages or expenses asserted against them or incurred by them as a result of, or in connection with, any loss of or damage to property, or injury to persons resulting from, arising out of or in any way connected with the negligence, wrongful acts of or breach of contract by the partner or its agents, servants or employees. CADCA shall in no event be liable to the partner for any lost business opportunities or for any other type of indirect, consequential or other type of damages alleged to be due from a breach of this contract or other arising under this agreement or in connection with the MYTI. It is understood and agreed that the sole liability of CADCA to the partner for any breach of this contract or for any other cause of action under any theory of liability arising under this agreement or in connection with the MYTI shall be limited to refund of all amounts paid by the partner to CADCA pursuant to this contract, as an exclusive remedy.

CONTRACTUAL AGREEMENT

It is agreed that the partner will abide by the rules and regulations cited above before, during and after the MYTI, and by other reasonable rules considered necessary by CADCA or the Gaylord Opryland, provided that these rules do not materially alter the partner's contractual rights. All matters and questions not covered by these regulations are at the decision of CADCA. These rules and regulations may be amended at any time by CADCA, and all amendments that may be so made shall be equally binding upon publication on all parties affected by them, as are the original rules and regulations.

Well-Being Protocols 2022

COVID-19 PROTOCOLS AND WAIVER INFORMATION: We remain committed to providing a safe, healthy and memorable Mid-Year experience for attendees. We continue to closely monitor local, state and federal guidelines related to large gatherings during the ongoing pandemic and have consulted with our vendor partners to ensure extended protocols are in place on-site.

Specifically, out of an abundance of caution and safety, **CADCA requires all Mid-Year attendees be fully vaccinated AND up to date against COVID-19.** Testing is not an available alternative for entry to the event. While on-site at Mid-Year, attendees will be required to provide proof of vaccination and booster dose(s). CADCA will also be asking attendees to conduct daily health screening self-assessments using the CADCA Mid-Year event app. More details will be shared on these and other health and safety precautions as the event nears.

CADCA considers people as fully vaccinated AND up to date for COVID-19 in accordance with CDC guidelines:

- 2 weeks after their second dose in a 2-dose series, such as the Pfizer or Moderna vaccines, or
- 2 weeks after a single-dose vaccine, such as Johnson & Johnson's Janssen vaccine
- Received all recommended COVID-19 vaccines, including any booster dose(s) when eligible. * *Boosters required if you are eligible.*

CADCA encourages all eligible individuals to receive booster vaccinations as prescribed to maintain fully vaccinated status.