

**AMERICAN FINANCIAL SERVICES ASSOCIATION (AFSA)**  
**RULES & REGULATIONS GOVERNING**  
**2024 Independents Conference & Expo**

**CONVENING ORGANIZATION:** American Financial Services Association (AFSA), 1750 H St. NW, Suite 650, Washington, DC 20006 Phone: (202) 296-5544 Website: www.afsaonline.org.

**PURPOSE OF THE EXHIBIT:** To disseminate knowledge and promote the consumer credit industry. The exhibition serves to introduce new products and services to the market and to educate individuals. Only exhibitors whose materials are related to those purposes will be allowed to maintain displays. AFSA reserves the right to determine whether Exhibitor's materials relate to the purpose of exhibition.

**EXHIBIT DATES, HOURS, AND LOCATIONS: Independents Conference & Expo, May 20-24, Marriott Harbor Beach, Ft. Lauderdale, Florida.** Where referenced in this contract and other Independents Conference & Expo related materials, "Event" or "Show" or "Conference" interchangeably refers to this conference & expo. "Facility" refers to the official meeting site for this Event as noted in this paragraph. "Facility" Rules & Regulations are printed in the Exhibitor Services Kit and will be available on the Event's website. "Exhibitor Services Manual, Exhibitor Services Kit, Exhibitor Manual, or Exhibitor Kit" where referenced in this contract and other conference and expo related materials are used interchangeably.

**OFFICIAL EXHIBITOR APPOINTED CONTRACTOR (GSC): EXPO** Convention Contractors, Inc., 15959 NW 15<sup>th</sup> Avenue, Miami, FL 33169; Phone: 305-751-1234; Fax: 305-751-1298

**COLLECTIVE REFERENCES:** Where referenced in this document the following terms collectively include American Financial Services Association and its officers, directors, employees, agents, and authorized representatives, and each of them (collectively "AFSA Parties"); Marriott Harbor Beach and its owners, managers, subsidiaries, affiliates, employees, and agents (collectively, "Facility's Parties"); and EXPO Convention Contractors, Inc., and its employees and agents (collectively, "EXPO Inc's Parties" or "GSC Parties").

**SPACE:** The exhibit space diagram for each expo shows the floor arrangement of space. The dimensions and location of each booth and/or kiosk are believed to be accurate but only warranted to be approximate.

**ACCEPTANCE AND ASSIGNMENT OF SPACE:** This Contract shall be deemed accepted by AFSA upon space assignment. Once the official application process opens, initial space assignment will begin with AFSA Premier Business Partners. Remaining space will be assigned to Business Partners and then non-AFSA 2023 exhibitors on a first-come, first-served basis. Although AFSA will attempt to fulfill Exhibitor's space request, exhibit space will be assigned by AFSA in its discretion and its decision shall be final.

AFSA does not guarantee separation of competing exhibitors. AFSA reserves the right to alter the exhibit floor plan as it deems

necessary and/or reassign space assignments at any time without prior notice to Exhibitor. In all questions of booth design or layout, AFSA reserves final approval authority.

**ELIGIBLE EXHIBITS AND RESTRICTIONS:** AFSA reserves the right to exercise its sole discretion in the acceptance or refusal of applications and/or limit space assigned to any one Company.

AFSA reserves the right to decline to permit an exhibitor to conduct and maintain an exhibit if, in the judgment of AFSA, said exhibitor or exhibit, or proposed exhibit, shall in any respect be deemed unsuitable. AFSA is not liable for any refunds, rentals, or other exhibit expenses.

**SUBLEASING SPACE:** Exhibitor shall not, without advance written approval by AFSA, assign or sublet this Contract, in whole or in part, nor exhibit any products or services other than those manufactured or handled in Exhibitor's normal course of business, nor permit any third party to solicit business in Exhibitor's space. Multiple company sharing of exhibit space shall require advance written permission from AFSA.

**PAYMENTS:** Exhibitors must make payments as shown in the Exhibit Space Rates section on the application form of this contract. Exhibitors not paid in full may not move in, retrieve badges, or receive delivery of freight until full payment is made.

**MERGERS AND ACQUISITIONS:** Exhibitor's obligations under this agreement, including payment obligations, may not be waived or assigned to a third party without the prior written permission of AFSA. For the avoidance of doubt, if Exhibitor acquires, is acquired by or merges with a third party, Exhibitor shall remain liable for full payment of fees under this agreement, regardless of whether the third party has entered into its own exhibit space agreement.

**CANCELLATION:** The Exhibitor specifically recognizes and agrees that AFSA will sustain losses in the event the Exhibitor fails to provide timely written notice of cancellation. Cancellations of exhibit space must be directed in writing (email received and acknowledged is acceptable) to AFSA. Cancellations received up to **5:00 pm EST, April 19, 2024**, will be subject to full refund.

Cancellations after that time obligates the exhibitor to full payment of the rental and no refunds will be made.

**NO-SHOWS:** Failure to contact AFSA Exhibits Management about cancelling (being a No-Show) may result in denial of exhibiting at future AFSA events. Failure to occupy exhibit space **by 4:30 pm, May 21, 2024**, will be deemed as a cancellation and does not relieve the Exhibitor from its obligation to pay the full booth rental fee. Any exhibiting company cancelling with a balance due is responsible for paying the remainder in full within 30 days of the cancellation. If exhibitor registers for both the Vehicle Finance and the Independents Conference & Expos, receiving the package discount, and then cancels one show, exhibitor will be responsible for the full exhibit rental fee for the remaining show.

**GENERAL SERVICES CONTRACTOR (GSC) AND OTHER DESIGNATED OFFICIAL EXHIBITION CONTRACTORS: EXPO Convention Contractors, Inc. (EXPO, Inc. in this document)** — In the interest of

safety, continuity, security and control, the following are understood as exclusive services if provided by EXPO: material handling, cleaning, drapery and supports, signs and graphics, furnishings, and carpet. Should the facility provide some or all of the following services: electrical, plumbing, compressed air, sign hanging, cleaning of certain areas and phones, their work rules and union jurisdictional issues would apply for these services.

Once available, the Exhibitor Kit with order forms, rates, and instructions, for the services provided will be e-mailed to the Exhibit Contact listed on the application and will be available on the Event's website. An exhibitor's service desk will be available during installation and dismantle for exhibitor's last-minute requirements. Services for these and other contractors will be available and charged at the then-current rates by the contractor directly to the Exhibitor.

**EXHIBITOR APPOINTED CONTRACTORS (EAC):** Exhibitors wishing to use EACs for non-exclusive services must follow proper application procedures, as outlined in the Exhibitor Kit. Also, they must comply with all AFSA, appointed GSC, and Facility rules and regulations as published in the Exhibitor Kit and on the Event website. In some cases, the Facility policies may be provided via a direct website link. AFSA and the official GSC are not responsible for any service provided by independent contractors. If any EAC or exhibitor fails to comply with this Section, AFSA will prohibit such EAC, and authorizes EXPO Inc. to enforce mutually agreed upon policy, from accessing the Show.

**If Exhibitor chooses to use its own contractor, the contractor will be required to provide a certificate of insurance (COI) submitted to EXPO Inc,** who will ensure the EAC has in place the necessary insurance set forth in this Section.

Each EAC must provide and maintain a COI with the following:

- (a) Workers Compensation Insurance in the minimum amount required by state law with limits of at least one million (\$1,000,000) per accident;
- (b) Commercial General Liability with contractual indemnity coverage and combined single limits in a minimum amount of three million dollars (\$3,000,000) covering all operations,
- (c) Automobile Liability Insurance in a minimum amount of one million dollars (\$1,000,000) covering all owned, hired and non-owned and borrowed vehicles,

Each of the above policies shall be issued by a company with a current A M Best Company rating of at least A. VII and may be obtained through one or a combination of insurance policies.

Each of the policies indicated in (b) and (c) shall include American Financial Services Association (AFSA Parties), EXPO Convention Contractors, Inc. (EXPO Inc. Parties) as additional insureds. The exhibiting company must agree to indemnify AFSA from any claims relating to the said contractor's services.

*Additional insured requirements:* Each of the above policies must have the following information written into the coverage policy:

*"Marriott Harbor Beach" its parent company, subsidiaries, and affiliates are named as additional insured.*

In the event any of the Certificates of Insurance are canceled before their expiration, AFSA and the appointed GSC must be provided thirty (30) days written notice of said cancellation.

**COMPLIANCE WITH LAWS, RULES, AND SAFETY PRECAUTIONS:** Exhibitor is responsible for compliance with all federal, state, and local laws, regulations, orders and requirements applicable to Exhibitor's participation in the AFSA Conference, as well as all GSC, Facility, and AFSA rules and regulations.

Exhibitors must comply with all safety provisions as noted in the Exhibitor Manual and as required by the Facility and Fire Marshal. Exhibitor is responsible for obtaining any licenses and permits necessary for its exhibition. Exhibitor shall take all necessary measures to safeguard persons and property in the Facility from any hazards associated with Exhibitor's exhibit equipment.

Exhibitor agrees that it will immediately remedy any condition on its exhibit space if notified by AFSA that the space is unsatisfactory for any reason. Exhibitor's failure to do so may result in cancellation of Exhibitor's space.

**AMERICANS WITH DISABILITIES ACT (ADA):** Exhibitor is solely responsible for ensuring that its booth fully complies with the ADA.

**BOOTH PROVISIONS:** AFSA shall supply, at no charge to the exhibitor over the regular booth rental fee, the following standard booth decorations for each booth exhibit: Eight-foot (8') high curtain backgrounds, three-foot (3') high curtain sidewalls, a uniform standard exhibitor identification sign with the exhibitor's name; Ballrooms are carpeted by the hotel; 6' x 24" draped table (3 sides) with 2 chairs; and a wastebasket. Exhibitor will provide all other furnishings, equipment, facilities, etc., at their own expense and responsibility. Additionally, two (2) complimentary registrations will be provided to each exhibiting company for each booth rented. Booth size is 8' deep x 10' wide.

**KIOSK PROVISIONS:** AFSA shall supply, at no charge to the exhibitor over the regular kiosk rental fee, a standard kiosk, one (1) meter counter, and one (1) stool. The same kiosk with a monitor option will be offered for an additional rental fee. **No other furniture will be allowed at a kiosk.** Additionally, for each kiosk rented, two (2) complimentary registrations will be provided to each exhibiting company.

**EXHIBIT HALL BADGES:** All exhibit booth personnel must be registered. Once booth assignment is confirmed, instructions and the Show's exhibitor registration code will be sent to the Exhibit Contact listed on the application.

**BOOTH PERSONNEL:** Exhibitor must have staff present at booth during all open exhibition hours. Exhibitor personnel shall always conduct themselves in a professional manner. All booth personnel must be dressed appropriately to conduct business. Inappropriate attire includes, but is not limited to, sexually

suggestive or obscene outfits or costumes. Exhibitors who use costumed models or mannequins must ensure that their manner of appearance and dress is such as to not offend even the most critical attendee.

**CHILDREN:** In the interest of safety, no person under 18 years of age will be allowed on the show floor during set-up and tear-down hours.

**INSTALLATION, SHOW, AND DISMANTLEMENT:** AFSA reserves the right to refuse admittance of exhibits or materials to the Show until all dues and Show related fees owed are paid in full. Exhibitor agrees to comply with assigned installation, show and dismantle days and hours, and rules and regulations as outlined here and in the Exhibitor Kit. Failure to occupy exhibit space by **4:30 pm, May 21, 2024**, will result in AFSA's right to use such space as it sees fit, to eliminate blank spaces in the exhibit hall. **Exhibitors may not begin dismantling their exhibit until the close of the show. Dismantling your exhibit prior to show close will result in loss of exhibit privileges in future years.** Exhibits must be removed from the hotel/facility when specified in the Exhibitor Kit. Any displays or materials left in booths, without instructions, will be discarded.

Exhibitor agrees that if AFSA should receive, handle, or have in its care or custody Exhibitor's property of any kind, AFSA is authorized to act solely for the accommodation of Exhibitor, and AFSA shall not be liable for any loss, damage, or injury to such property.

**BOOTH CONSTRUCTION RESTRICTION AND BOUNDARIES:** Each exhibitor is required to respect the rights of other exhibitors and to recognize that the general appearance of the exposition must take precedence over that of any individual exhibit. Standard booths are limited to 8' high background drapes and 3' high side drapes. Maximum height of exhibit is 8' and may extend only one-half of the booth depth from the back wall. Height in the front half of the exhibit space cannot exceed 4'. Any deviation from these rules must be approved in writing by AFSA in advance of the Show. Booths shall not obstruct other exhibitors or aisles. All parts of all exhibits must be exhibited within Exhibitor's assigned space boundaries. Aisle space is under the control of AFSA. Exhibitors will not be permitted to use strolling entertainment or to distribute samples or souvenirs except from their own booth.

Unless the exhibitor is an official sponsor of a food/beverage exhibit hall event, the passing out of food, beverage or any marketing items in the aisles is strictly prohibited

**FASTENING OF SIGNS OR OTHER ARTICLES:** It is prohibited to fasten signs or other articles to the walls, pillars, or electrical fixtures of the Facility. The use of thumbtacks, tape, nails, screws, bolts or any other tool or material that could mar the floor or walls is prohibited. Drip pans must be used under all equipment where there is a possibility of leakage. Access the Facility's Exhibitor Guidelines from the Show website for current rules. Any damages to the Facility made by an exhibitor's staff or contractor are the sole responsibility of their exhibiting company.

**HANDLING AND STORAGE:** The Facility will not accept or store exhibit materials or empty crates. The Exhibitor will make his own arrangements for delivery and receipt of shipments and storage of crates before move-in time. These services are available from the official general contractor. Fire regulations prohibit the storage of empty crates and cartons within the exhibitor's booth area. Crates and cartons will be stored by the official general contractor and returned to the booth promptly at the end of the show as part of the handling contract. Access the GSC's and the Facility's Exhibitor Guidelines from the Exhibitor Kit and Show website for additional current rules. Any damages to the Facility made by an exhibitor's staff or contractor are the sole responsibility of their exhibiting company.

**FOOD AND ALCOHOL:** Facility is the exclusive provider of food, beverage, and catering services within the Facility.

**MUSIC/AUDIO EFFECTS:** Music and audio-visual devices with sound are permitted only in those locations designed by AFSA and at such decibel intensity as not to interfere with the activities of other exhibitors.

**MUSIC LICENSING:** Exhibitors using music in their booth, either live or mechanical, must be prepared to provide AFSA with a copy of Exhibitor's licensing agreement with Broadcast Music Industry (BMI), American Society of Composers & Performers (ASCAP), Society of European Stage Authors and Composers (SESAC) or other such licensing organization or must expressly warrant in writing to AFSA that no such license is required due to specified exemption. Further, should Exhibitor play music, Exhibitor agrees to indemnify and hold harmless AFSA, the GSC and the Facility against any action brought by ASCAP, BMI, SESAC or other licensing organization.

**AFSA PHOTO AND VISUAL/AUDIO ACTIVITY DURING THE CONFERENCE:** Any person who attends an AFSA convention, conference, seminar or other program grants permission to AFSA, its employees and agents (collectively "AFSA") to record his or her visual/audio images, including, but not limited to, photographs, digital images, voices, sound or video recordings, audio clips, or accompanying written descriptions, and, without notifying such person, to use his or her name and such images for any purpose of AFSA, including advertisements for AFSA and its programs. This to include exhibitor booths and booth activity

**PHOTOGRAPHY AND VIDEO RECORDING:** Neither photography nor video recording are permitted in the Facility without AFSA's express, prior written consent. Then, only the exhibitor may grant permission to have its exhibit and/or products photographed.

**RESTRICTIONS:** AFSA reserves the right to restrict, reject, prohibit, or eject any exhibit, in whole or in part, which becomes objectionable due to noise, safety hazards, or other reasons. AFSA reserves the right to deny access to or eject any person whose behavior becomes objectionable. In any such event, no refunds will be issued. Sanctions for noncompliance with AFSA Management's rules and regulations may result in forfeiture of all fees paid and ineligibility to exhibit at or attend any future AFSA

Conference. AFSA reserves the right to require modification of questionable exhibits.

**SALES:** The sale of merchandise or equipment of any kind is prohibited in the exhibit hall without prior approval from AFSA.

**LIABILITIES:** AFSA Parties, the Facility's Parties, and GSC Parties shall not be held liable for, and they are hereby released from liability for, any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, employees or other representatives resulting from fire, strikes, water, storms, vandalism, theft, smoke, accident, pandemic, or any other causes. In no event shall AFSA Parties be liable for any consequential, indirect or special damages, whether fore-seeable or unforeseen- able, whether based upon lost goodwill, lost profits, loss of use of the Exhibit Space, or otherwise, and whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability in tort or otherwise, and whether based on this Agreement, any transaction performed or under- taken under or in connection with this Agreement, or otherwise.

Exhibitor agrees that the liability of AFSA Parties for damages, regardless of the form of action, shall in any event be limited to the aggregate exhibit fees paid under this Agreement. The Exhibitor shall indemnify, defend and protect AFSA Parties harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorneys' fees and expenses of whatever kind or nature, which result from, arise out of, or are connected with any acts or negligence of, or failures to act by Exhibitor and, or any of their officers, agents, employees or other representatives, including, but not limited to, claims of damage or loss resulting from the breach of this Agreement, and claims of damage or loss to any third party resulting from any infringement of a copyright or patent or the unauthorized use of any trademark. To the extent allowed by law, no claim may be brought against the AFSA Parties beyond one (1) year of the conclusion of the AFSA Conference.

**DAMAGE TO Facility:** Exhibitor shall be solely responsible for any and all damage to the Facility caused by Exhibitor, its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.

**INDEMNIFICATION:** Each party hereby agrees to defend, indemnify, and hold harmless the other party (including its parent company, subsidiaries, and affiliates) and their respective officers, directors, employees, and agents and each of them from and against any and all bodily injury or property damage liability claims and any and all claims, demands, actions, causes of action, penalties, judgments, interest and liabilities of whatsoever kind of nature (including court costs and reasonable attorney's fees, and all other costs, fees, expenses and charges) based upon or arising out of any act, omission, negligence, gross negligence, willful or wanton misconduct or breach of any material condition of this Contract by Exhibitor, its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors (collectively "Exhibitor Parties") or by AFSA

Parties, or by the Facility Parties. The indemnified party will promptly notify the indemnifying party in writing of the receipt of any claim covered by this Section and give the indemnifying party authority to control the defense and settlement. This section shall neither waive any statutory limitations of liability available to either party, nor shall it waive any defenses a party may have with respect to any Claim. This section shall survive any termination or expiration of this Agreement.

**GENERAL LIABILITY AND PROPERTY INSURANCE:** Exhibitor shall carry adequate insurance to protect itself against bodily injury (including death) and property damage claims arising from Exhibitor's participation in the AFSA Conference, including but not limited to (i) worker's compensation as required by law and (ii) commercial general liability insurance in such amounts as are adequate, but in no event less than \$1,000,000 per occurrence.

**MARRIOTT HARBOR BEACH EXHIBITOR RESPONSIBILITY HOLD HARMLESS CLAUSE:** The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitor's activities on the Hotel premises and will indemnify, defend, and hold harmless the Hotel, its owner, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims.

Hotel will not be responsible or liable for any loss, damage, nor claims arising out of exhibitor's activities on the Hotel's premises except for any claims, loss, or damages arising directly from the Hotel's own negligence. American Financial Services Association will be responsible to negotiate the contract with its exhibitors.

**DISCLAIMER OF WARRANTIES:** The express terms of this Agreement are in lieu of all warranties, conditions, under-takings, terms, and obligations implied by statute, common law, trade usage, course of dealing or otherwise, including but not limited to any implied warranties of merchantability or fitness for any particular purpose, all of which are hereby excluded to the fullest extent permitted by law.

**FORCE MAJEURE:** AFSA Management may suspend or terminate this Contract without penalty in the event the Facility becomes unavailable, whether for the entire event or a portion of the event, is destroyed or damaged, or if it becomes inadvisable, impracticable, illegal, or impossible to hold the AFSA Conference as scheduled due to any event beyond the control of AFSA Management, including but not limited to the following: fire, flood, tempest, inclement weather, pandemic, act of God or other such cause, or as a result of governmental intervention, malicious damage, acts of war or terror, threats of terrorism, strike, lock-out, labor dispute, riot, civil disorder, curtailment of local or national transportation facilities with a significant impact on domestic travel; or other cause or agency over which AFSA has no control or should AFSA decide, because of such cause, that it is necessary to cancel, postpone or re-site the exposition or reduce the move-in or installation time, show-time or move-out time, Show Management shall not be liable to indemnify or reimburse exhibitors in respect to any damage or loss, direct or indirect, arising as a result thereof.

**WAIVER:** Exhibitor acknowledges that neither AFSA, the Facility, nor the GSC carry insurance coverage for Exhibitor's property. Exhibitor is solely responsible for the security of its property and the property of others under its control. Exhibitor agrees to bear all risk of any bodily injury (including death) or property damage or loss which the Exhibitor Parties might sustain because of Exhibitor's participation in the AFSA Conference. Exhibitor hereby waives any and all rights of recovery, refund, or compensation for bodily injury (including death) or property damage against AFSA, the Facility, the GSC, and their respective officers, directors, employees, and agents and each of them based upon or arising out of Exhibitor's participation in the AFSA Conference, except such losses as may be the result of the sole gross negligence or willful misconduct of the aforementioned parties.

**LAWS:** This Contract shall be exclusively governed by, and construed and enforced in accordance with, the laws of the District of Columbia without reference to its choice of law doctrine. Exhibitor agrees that the sole jurisdiction and venue for any litigation arising from or relating to this Contract shall be an appropriate federal or state court located in the District of Columbia. Exhibitor hereby waives trial by jury in any action, proceeding, or counterclaim brought by or against the AFSA Parties with respect to this Contract. The AFSA Parties shall be entitled to recover from Exhibitor all costs (including attorney's fees) from any suit brought by the AFSA Parties to enforce their rights herein.

**NOTICES:** Exhibitor agrees to notify AFSA Management immediately if it (i) becomes insolvent; (ii) files or anticipates filing a petition for voluntary bankruptcy, reorganization, insolvency or similar action; (iii) if Exhibitor has filed against it an involuntary

petition in bankruptcy or a receiver or trustee is appointed to take possession of Exhibitor's property; or (iv) dissolution of Exhibitor voluntarily, involuntarily or by operation of law.

**SPECIAL MEETINGS/EVENTS:** No Exhibitor shall hold any social event, hospitality suite, meeting, or demonstration to which attendees are invited that conflicts with the official Show schedule. In addition, ANY such activities may not take place outside the official Show schedule without the express written permission of AFSA.

**ACCESS AND USE OF ATTENDEE LIST:** Exhibitors will be emailed Attendee Rosters beginning approximately 6 weeks before the Show. Exhibitors are allowed to use the attendee list for its marketing purposes for this event alone; restricted to one pre-conference and one post-conference marketing outreach. At no time is the list to be used by, for, or disclosed to other parties, including subsidiaries.

**AFSA LOGO ACCESS AND USAGE:** Use of the AFSA Logo must be displayed in a manner to promote the company's current membership in AFSA and not as an endorsement of the company's product or service. Questions concerning AFSA logo usage may be directed Dan Bucherer (dbucherer@afsamail.org).

**AMEND RULES, ETC.** AFSA reserves the right, in its sole reasonable discretion, to amend AFSA rules and regulations at any time, grant or deny its consent; and apply, interpret, and enforce these rules. Any point not specifically covered in these rules is subject to the decision of AFSA, whose decision shall be final.