



2023 EXHIBITOR CONTRACT

Exhibitor agrees and understands The American Legion, the American Legion Auxiliary, the Sons of The American Legion, the American Legion Riders, the 2023 Alabama American Legion Convention-Corporation, and the host facility are not responsible for any loss or damage to exhibitor’s merchandise or harm to exhibitor and/or exhibitor’s agents, officers, directors, employees, or volunteers.

_____ (insert company/organization name) hereby expressly and as additional consideration for the privilege of being granted and allowed to maintain an exhibition booth at The American Legion Department of Alabama Annual Convention for itself, its heirs, successors, assigns, representatives, officers, directors and employees, hereby conclusively releases The American Legion, the American Legion Auxiliary, the Sons of The American Legion, the American Legion Riders, the host facility and the 2023 Alabama American Legion Convention Corporation from any and all liability in any way arising or pertaining to exhibiting – which includes set-up and take-down – at The American Legion Department of Alabama Annual Convention, the convention itself, the use of the booth, the use of the host facility, or anything else in any way related to this agreement. As further additional consideration, exhibitor hereby warrants and agrees to completely and fully indemnify and hold harmless The American Legion, the American Legion Auxiliary, the Sons of The American Legion, the American Legion Riders, their executive committeemen and women, directors, officers, employees, agents, assigns, the host facility and the 2023 Alabama American Legion Convention-Corporation The American Legion reserves the right to determine suitability of all exhibits and products therein. The exhibitor specifically agrees that the decision of The American Legion shall be final and based upon its sole and unfettered discretion. Therefore, a detailed description of activities, materials distributed and/or items that will be sold during The American Legion Department of Alabama Annual Convention is required and includes:

Failure to abide with what you are going to provide is grounds for immediate removal. _____

Exhibitor shall abide by and observe all laws, rules, regulations and ordinances of any applicable government authority and any rules pertaining to the host facility.

Subject to the terms of this contract, if the exhibitor should cancel its booth, the exhibitor agrees to pay a charge based upon the percentages set forth below as liquidated damages and not as a penalty to compensate The American Legion for its efforts and expenses related to this contract and its cancellation, as follows:

Cancellation within opening of exhibits

Date of signed contract – 90 days
89 days – 60 days
59 days – opening of exhibits

Payment

50 percent of the total contracted cost
75 percent of the total contracted cost
100 percent of the total contracted cost

The appropriate percentage of total contracted cost shall be withheld from the rental charge per booth as set forth in paragraph one of this contract.

Questions pertaining to this contract should be directed to **convention@legional.org**.

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EXHIBITOR INSURANCE

Each exhibitor carries the responsibility of maintaining adequate insurance coverage against injury to persons, damage to or loss of property, and inability to meet the obligations outlined in this document. Each exhibitor shall provide to The American Legion a certificate of insurance indicating:

- The American Legion, the 2023 Alabama American Legion Convention-Corporation must be named as Additional Insureds for all liability coverage, and the Certificate of Insurance must state that fact in the Description/Special provisions section of the Certificate of Insurance.

2023 Alabama American Legion Convention-Corporation
P.O. Box 1069
Montgomery, AL. 36101

- Commercial General Liability Insurance including Personal Liability and Contractual Liability with limits of liability for bodily injury and property damage of not less than \$1 million combined single limit.
- Workers' Compensation and Employee Liability Insurance, including All Other States Endorsement. The limit of liability under the Employee Liability section of the Workers' Compensation Insurance policy shall not be less than what is required by the state(s) in which the exhibitor is licensed to do business.

Exhibitors will be solely responsible for any loss or damage to their tools, equipment, property, or materials. It is therefore recommended that your company maintain its own insurance for these items and take appropriate action for your protection.

Certificates of Insurance must cover January 22-25, 2023, and accompany the signed exhibitor contract.

2023 EXHIBITOR CONTRACT EXHIBITOR AND SPONSOR CODE OF CONDUCT & ETHICS

The American Legion is a service organization focused on its participants. The Department Convention is designed to increase interaction, engagement, collaboration, connectivity, and community, in a fun and safe learning environment. The American Legion provides a harassment-free convention experience for everyone, regardless of gender, sexual orientation, disability, physical appearance, body size, race, or religion. We do not tolerate harassment of convention participants in any form. All communication should be appropriate for a professional audience including people of diverse backgrounds and cultures. Sexual language and imagery are not appropriate for the convention. Be kind to others. Do not insult or defame participants. Harassment in any form, sexist, racist, or exclusionary jokes are not condoned at The American Legion. We value the participation of each member of the community and endeavor to deliver an enjoyable and fulfilling experience. Convention participants are expected to conduct themselves with integrity, courtesy and respect for others and maintain the highest level of professionalism at all convention programs and events, whether officially sponsored by The American Legion or not. All attendees, speakers, organizers, volunteers, partners, vendors, and staff at any American Legion event are required to observe the Code of Conduct & Ethics.

1. Exhibit at the highest ethical standards and personal integrity.
2. Show respect for your fellow exhibitors and their right to a safe and successful exhibit.
3. Always act in a PROFESSIONAL and business-like manner. Interact respectfully and thoughtfully with all registrants and show management.
4. Be considerate. Remember the noise you make affects your fellow exhibitors.
5. Ask permission before taking videos or photos of anything other than your own booth.
6. Be flexible, kind and patient when making last minute requests to show management/show decorator as well as while any issues are being resolved.
7. Exhibitors and/or sponsors shall not discriminate against or harass any attendee, staff, member, or other exhibitor and/or sponsor because of race, religion, sex, national origin, age, disability, or sexual orientation.
8. Exhibitors and/or sponsors shall be considerate of other exhibiting/sponsoring companies. Under no circumstance should you enter any other exhibitors display area uninvited or when unattended. Exhibitors must confine their activities to their exhibit space. Interference with, or disruption of, another exhibitor personnel or legitimate activities is prohibited.
9. Each paid exhibitor and/or sponsor will receive the applicable amount of name badges upon check-in. Exhibitor and/or sponsor name badges must be always worn during exhibit hall/Convention hours. Under no circumstances will unpaid representatives or companies be admitted into the tradeshow or share a booth with a paid exhibitor.
10. An exhibitor shall always consider the health, safety and welfare of the attendees and the public as it relates to the products and services it provides.
11. An exhibitor shall not engage in any form of false or misleading advertising or promotional activities.
12. An exhibitor must conduct themselves in a professional manner, free from all forms of physical, psychological, sexual, and emotional intimidation, harassment, and abuse and avoid taking unfair advantage of any attendee for their own benefit.
13. An exhibitor must share concerns about suspicious or inappropriate behavior with show management.
14. When in doubt, seek assistance from show management.
15. Liability Waiver: As a condition of my participation in this event, I hereby waive any claim I may have against The American Legion and its officers, directors, employees, or agents, or against the presenters or speakers, for reliance on any information presented and release The American Legion from and against all liability for damage or injury that may arise from my participation or attendance at the program. I further understand and agree that all property rights in the material presented, including common law copyright, are expressly reserved to the presenter or speaker or to The American Legion. I acknowledge that participation in American Legion events and activities brings some risk and I do hereby assume responsibility for my own well-being.
16. Media Waiver: The American Legion intends to take photographs and video of this event for use in American Legion news and promotional material, in print, electronic and other media, including The American Legion's website. By participating in this event, I grant The American Legion the right to use any image, photograph, voice or likeness, without limitation, in its

promotional materials and publicity efforts without compensation. All media become the property of The American Legion. Media may be displayed, distributed, or used by The American Legion for any purpose.

17. Be Well Agreement: Any public space where other people are present holds an inherent risk of exposure to communicable diseases. By attending this event, I agree to voluntarily assume all risk related to exposure and agree to not hold The American Legion or any of their affiliates, including partners and sponsors, directors, officers, employees, agents, contractors, volunteers, or sponsored venues, liable for illness. I will take necessary precautions while at the event, including but not limited to engaging in appropriate social distancing, wearing a mask in public areas when not consuming food or beverage if required, minimizing face touching, frequently washing hands, and avoiding risky environments such as overcrowded bars or restaurants. I agree to not attend any American Legion event if I feel ill or had recent exposure to a communicable disease.
18. Act quickly if you feel something warrants the attention of show management. Don't wait until after the show.
19. Exhibitors and/or sponsors and/or individuals exhibiting at events are participating at the exclusive discretion of The American Legion and must abide by all local codes, rules, regulations, and ordinances, including fire regulations, and must abide by the directions and instructions presented by The American Legion. It is the responsibility of the exhibitor and/or sponsor representative to see that persons staffing the booth are representing their company and also aware of and adhere to this exhibitor code of conduct and must conduct themselves in a professional manner throughout the tradeshow/convention.

ENFORCEMENT

Should The American Legion's show management determine an exhibitor and/or sponsor to be in violation of the above Code of Conduct & Ethics, this may result in immediate removal from the convention and the building without refund of monies and may also result in being barred from any future American Legion events, conventions, meetings and/or programs. Thank you for helping to make this a welcoming event for all.

I have read, understood, and accept to abide by all items herein and all questions have been answered regarding Exhibitor and Sponsor Code of Conduct & Ethics.

Please sign, date, and return all pages with your completed 2023 Exhibitor Contract.

Printed Name

Company Name/Organization

Signature

Date

2023 EXHIBITOR CONTRACT

PLEASE TYPE OR PRINT LEGIBLY

Company Name	
Content for Exhibit Booth Signage (if different from above and no more than 70-character spaces included)	
Contact Name	
List on-site booth representatives	
Company Address	
Cell Phone Number	Fax Number
Email Address	
Emergency Contact Name	Emergency Contact Cell Phone

BOOTH RENTAL FEES

On or before Jan. 5, 2023	\$50.00 per booth
Number of Booths	_____
Exhibit Booth Amount	\$. _____
Sponsorship Level (if applicable)	_____
Sponsorship Amount (if applicable)	\$. _____
TOTAL AMOUNT DUE	\$. _____

METHOD OF PAYMENT (no personal checks or cash will be accepted)

Check Number (make checks payable to The American Legion)	
Visa, MasterCard, Discover or AmEx	Exp. Date

EXHIBITOR	THE AMERICAN LEGION
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Signature	Signature
Date	Date

Please sign and return completed contract with certificate of liability insurance, payment, and all form(s) to the following*:
 The American Legion Department of Alabama
 P. O. Box 1069, Montgomery, Alabama 36101
 Email: convention@legional.org

*** Exhibitor contracts will not be processed until all pages are completed and returned with payment, certificate of liability insurance, housing form(s) and exhibitor code of conduct & ethics.**