

Sponsor and Exhibitor Contract 2012 Climbing Wall Summit

PARTICIPATION AGREEMENT

The undersigned (hereinafter, "Exhibitor") hereby applies for exhibit space at the 2012 Climbing Wall Summit produced by the Climbing Wall Association (hereinafter "CWA"), scheduled to be held at the University of Colorado UMC, Boulder, Colorado. Conference dates: May 16-20, 2012; Exhibit hall dates: May 17-19, 2012.

Upon acceptance of the application and contract, the Exhibitor shall be bound by the rules and regulations set forth herein and by such amendments or additional rules and regulations, which may be established by CWA or the University of Colorado. References to CWA herein shall be deemed to include the CWA board of directors and any duly authorized representative, agent or employee of the CWA.

ASSIGNMENT OF SPACE: CWA shall assign the booth, display and/or tabletop space as agreed to under this Contract for the period of the Summit and such assignment will be made no later than four weeks before the event. Dimensions shall be per the exhibitor prospectus. Location assignments will be on a first-come, first-served basis and will be made solely at the discretion of CWA. Furthermore, the Exhibitor agrees that the CWA has sole authority over the assignment of exhibit space and may be required to change the exhibitors confirmed exhibit space in order to accommodate the needs of the Summit or the University of Colorado. In the event the exhibitor's booth location is changed, the CWA will notify the exhibitor promptly.

USE OF SPACE: Exhibitor is allowed to distribute literature, run demonstrations, and sell products within the boundaries of the Exhibitor's assigned space. Exhibitor's product demonstration, placement or handing out of marketing literature, signage, all booth furnishings and lighting must be well within the confines of the assigned space at all times and may in no way interfere with adjacent space. Demonstrations using audio or video must be kept at a reasonable volume so as not to interfere with other exhibitors. The space is to be used solely for the Exhibitor whose name appears on the application, and it is agreed that the applicant will not assign, sublet, or apportion the whole or any part of the space or meeting room allotted unless agreed to in advance in writing, consent for which CWA may grant or withhold at its sole discretion. Exhibitor may not exhibit, offer for sale, or advertise articles not manufactured or sold in their name, except where such articles are required for the proper demonstration or operation of exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate, imprint, or other identification which in standard practice appears normally on them. Exhibitor may not permit these non-exhibiting companies' representatives to exhibit in their booth. Rulings of the CWA shall in all instances be final with regard to use of any exhibit space.

OUTSIDE FOOD AND DRINK: Exhibitor is not permitted to sell or distribute food and drink from exhibit space. All food and beverage at the UMC must be administered by UMC event planning and catering. However, product samples may be distributed.

PAYMENT TERMS AND CONDITIONS: Exhibitor's payment must accompany this signed contract and the application form. You may pay by wire transfer, check or credit card in U.S. Dollars (USD) for the full amount of the invoice and any additional charges for items indicated on the application. Checks from non-US banks must indicate payment in U.S. Dollars on the face of the check. Payments by wire transfer must include adjustments for exchange rates and bank fees such that the CWA receives the full amount indicated on the invoice. Invoices are payable net 30 days from the date of invoice, unless stated otherwise on the invoice.

Address contract and remit payment to:

Climbing Wall Association, Inc.
Attn: Bill Zimmermann
1460 Lee Hill Rd., Unit 7
Boulder CO, 80304

Member exhibitors current at the time of application and who intend to renew their membership for the period including the conference dates are eligible for member rates, otherwise non-member rates apply. Final payment deadline is March 30, 2012. All outstanding invoices for sponsorship, exhibit space, advertising, products and membership fees must be paid in full by March 30, 2012 otherwise exhibit space is subject to release and reallocation, no refunds for released exhibit space, no exceptions.

TRADES, EXCHANGES, AND PRODUCT DONATIONS: Trades, exchanges, or product donations in lieu of sponsorship or exhibitor fees must be negotiated and agreed to in writing in advance, must be valued at or below wholesale, and shall not exceed 20% of the total amount due.

DENIAL OF EXHIBITOR APPLICATION: The CWA may accept or deny an application to exhibit for any reason or no reason at its sole discretion. The acceptance by CWA of payment in full or a deposit in any amount with an application does not in any way constitute acceptance of the application or a grant of permission to exhibit. If an application is denied, a full refund of the payment or deposit will be made within thirty days.

INSTALLATION OF EXHIBITS – Installation of exhibits may begin at 10:00 am on Thursday, May 17, 2012. Exhibitor shall check-in with event management prior to beginning installation. Crates must be removed and installation must be complete by 5:00 pm Thursday, May 17, 2012. Storage of empty crates/boxes is the responsibility of Exhibitor and may not interfere with event logistics, other exhibitors or venue policies. The Keynote Address is scheduled for the evening of Thursday May 17, 2012 and the Opening Reception will follow immediately in the exhibit hall.

DISMANTLING OF EXHIBITS – Dismantling of exhibits may begin at 3:00 pm Saturday, May 19, 2012. Dismantling must be complete and outbound crates properly staged and unused items / trash removed and by 7:00 pm Saturday May 19, 2012.

No Exhibitor shall have the right prior to the closing of the exhibit hall to pack or remove articles on exhibit without the permission and approval in writing of CWA. The Exhibitor agrees that the CWA shall, without incurring any liability for damage or loss, have the right to dismantle and pack any property of any Exhibitor who has failed to do so in the time allotted, or to order such work done at the sole expense of the Exhibitor. The Exhibitor further agrees that the CWA, at its sole discretion shall have the right and authority to clear from the premises any exhibit material or other property of the Exhibitor for which sufficient shipping arrangements have not been made, to designate carriers for its return, to send it to public or private storage, or to otherwise dispose of it, without incurring any liability therefore, and all costs of such removal, return, storage and other disposition shall be charged to and promptly paid by the Exhibitor.

FIRE REGULATIONS: Exhibitors agree to abide by and conform to the University of Colorado and Boulder Fire Marshal Regulations. For example, pop-up tents, canopies, etc. are fire code violations. The Exhibitor acknowledges these Fire Regulations are hereby made part of this exhibit space contract.

COMPANY LOGO AND INFORMATION: Please submit a company logo, company description, and if applicable advertising: See descriptions of sponsorship levels/exhibitors for size and word limits and other constraints. Climbing Wall Association, Inc. (CWA) is authorized to make use of this information for the conference program, related marketing material, and web site. Company description and logo should be submitted via email to events@climbingwallindustry.org and bill@climbingwallindustry.org. Art should comply with the following specs for web: PNG, GIF or JPEG file of your non-animated logo.

AD INFORMATION: Ad space in the conference program is included for Title, Lead, Belay Partner and Spotting sponsors per the exhibitors’ prospectus. Ad space is available for exhibitors to purchase. Exhibitors and sponsors may also purchase upgrades to ad space according to the fee schedule in the exhibitors’ prospectus. Art should comply with the following specs for print: press ready pdf file with crop marks.

<u>Unit</u>	<u>Standard</u>	<u>Trim Size</u>	<u>Bleed</u>	<u>Live Material</u>
Full page:	7"x9.5"	8.375"x10.875"	8.625"x11.125"	7.875"x10.375"
1/2 page horizontal:	7.125"x4.625"	8.375"x5.5"	8.625"x5.625"	7.875"x5"
1/2 page vertical:	3.375"x9.5"	4"x10.875"	4.25"x11.125"	2.375"x10.375"
1/4 page:	3.375"x4.625"	N/A	N/A	N/A

Inclusion in all print media is date sensitive. Sponsors and exhibitors shall designate a media contact person for advertising; must agree to a size and layout according to sponsorship level per the exhibitors’ prospectus and must submit advertising collateral ready to publish on time.

Advertising art and copy deadline for print: **March 30, 2012**. Advertising or art received after the deadline may not be included in the conference program and no refunds or credit will be issued.

ATTENDEES: Exhibitor shall provide CWA a list of company representatives to receive complimentary conference passes, *not to exceed the attendee limit for that sponsor or exhibitor category*, no later than **March 30, 2012**. Additional attendees will be charged at the rate per additional attendee stated on the exhibitors' prospectus.

ADMISSION OF EXHIBIT PERSONNEL: Admission will be by Exhibitor badge only. Exhibitor badges are allocated according to the limits set forth in the Exhibitor's Prospectus (based on sponsor level) and are provided only for named registrants and additional paid attendees. Identification badges are not transferable. The Exhibitor shall have an authorized representative(s) present at the Show throughout all exhibit periods and during the installation and dismantling of the exhibit. The name of the authorized representative(s) shall be furnished to CWA by March 30, 2012. Exhibitors may forfeit participation in future events if Exhibitor badges are transferred or ordered for attendees or customers not scheduled to work in the exhibitor's booth.

DAMAGE: Exhibitor shall not damage or deface the walls, floors or ceiling of the building, booth, or equipment of the booth. Should such damage occur to assigned Exhibitor space, Exhibitor is completely and solely responsible for the cost of repair or replacement as appropriate.

SHIPPING:

Exhibitors are encouraged to ship all items to the University Distribution Center (address below). Exhibitors may self-deliver items to the UMC on Thursday May 17, 2012 after 11:00 am. However, no fork lift will be available and Exhibitors may not use the UMC loading dock without advance written agreement scheduled through UMC event planning and approved by CWA.

Each parcel entering the UMC, inclusive of packaging, **must not exceed 66 inches tall x 39 inches wide x 60 inches long** and 3000 pounds. Parcels may be bundled into larger pallets for delivery to outside of the UMC (contact University Distribution Center for maximum pallet dimensions). Pallets must be divided into parcels not exceeding the above dimensions and weight before entering the facility.

Exhibitors must schedule inbound shipping to arrive no earlier than May 10th and no later than 4:30 pm May 15th, 2012. Parcels will be delivered from the University Distribution Center to the UMC for exhibitors to begin setting up at 10 a.m. on Thursday May 17, 2012.

Exhibitors must schedule outbound shipping to depart between May 21 and May 25, 2012. Parcels are scheduled to be picked up from the UMC starting at 6 p.m. on Saturday, May 19, 2012 and taken to the University Distribution Center. Outbound shipping containers must be

left in a “ready to ship” condition with a pre-paid, pre-addressed return label through the shipping carrier of your choice prior to the exhibitor’s departure from the conference site.

Shipping address for University of Colorado Distribution Center:

University of Colorado
Attn: CWA (720-838-8284)
3300 Walnut, Unit B
Boulder, CO 80301

Distribution Center Contact
Jim Jokumsen
303-492-6369

EXHIBIT HOURS: All exhibitors must keep their display up and open through 3:00 p.m. Saturday, May 19th, 2012. CWA reserves the right to amend exhibit hours. Exhibit Hall Hours:

- 8:00 p.m. – 11:00 p.m. Thursday May 17th,
- 3:30 p.m. – 7:30 p.m. Friday May 18th,
- 11:00 a.m. – 3:30 p.m. Saturday May 19th

EXHIBIT INSPECTION: All exhibits must be completely installed and ready for inspection by conference management no later than 5:00 p.m. Thursday, May 17th, 2012.

EXHIBITOR EVENTS/SOCIAL FUNCTIONS/OUTBOARDING/SUITCASING: Exhibitor shall not schedule or sponsor any event in connection with the conference, including without limitation evening events or off site events during a time that overlaps or conflicts with any conference event published on the CWA web site, in CWA conference program or conference schedule. Exhibitors may conduct social functions which do not conflict with scheduled programs or activities of the 2012 Climbing Wall Summit.

No exhibitor shall conduct or sponsor, during published Conference activities, any banquet, party or other function for attendees, or for those who have been invited to attend the Climbing Wall Summit, without the advance written approval of the CWA. CWA has a suitcasing/outboarding policy whereby exhibitors and non-exhibitors who solicit outside of the exhibit hall, or anywhere else on the property of the UMC, or support any event that is hosted by a non-exhibiting supplier, may be subject to penalties that include cancellation/closure of their exhibit space without refund, and may have their application for space denied for two (2) years from the year of the infraction. Non-exhibitors will be asked to leave the Climbing Wall Summit without refund of any monies paid and will not be allowed to attend the event for two (2) years from the year of the infraction.

MUSIC, PHOTOGRAPHS, INTELLECTUAL PROPERTY RIGHTS AND OTHER COPYRIGHTED MATERIAL: Each Exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs or other copyrighted material in exhibitor’s booth or display. CWA reserves the right to remove from the exhibit hall all or any part of any booth or display which incorporates music, photographs or other copyrighted, patented, or trademarked material and for which the Exhibitor does not hold all required licenses or permissions. The Exhibitor shall

remain liable for and shall indemnify and hold CWA, their agents and employees, harmless from all loss, cost, claims, causes of action, suits, damages, liability, expenses and costs, including reasonable attorney's fees, arising from or out of any violation or infringement (or claimed violation or infringement) by exhibitor, exhibitor's agents or employees of any patent, copyright, trademark or trade secret rights or privileges.

INDEMNITY AND LIMITATION OF LIABILITY: Neither CWA, any sponsor, exhibitor, venue provider nor any of their respective officers, agents, employees, facilities, representatives or assigns shall be liable for, and Exhibitor hereby releases them from, any claims for theft, damage, loss, harm, or injury to the person, property or business of the Exhibitor and/or any of its guests, visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the facility, accident or any other reason in connection with the display at the conference. The Exhibitor is required to indemnify and hold harmless the CWA from all liability (damage or accident) which might ensue from any cause resulting or connected with transportation, placing, removal or display of exhibits. The Exhibitor shall indemnify, defend, and protect CWA and hold CWA, any sponsor, exhibitor, and venue provider harmless from any and all claims, demands, suits, liability, damages, losses, costs, attorney's fees, and expenses which might result or arise from Exhibitor's participation in the conference or any actions of its guests, visitors, officers, agents, employees, or other representatives. Under no circumstance will CWA, any sponsor, exhibitor, or the venue provider be liable for lost profits or other incidental or consequential damages for any of their acts or omissions whatsoever whether or not appraised of the possibility or likelihood of such damages or lost profits. In no event shall CWA's liability, under any circumstance, exceed the amount actually paid to it by the Exhibitor. CWA makes no representations or warranties regarding the number of persons who will attend the conference.

INSURANCE: CWA requires that each Exhibitor maintain general public liability insurance against claims for personal injury, death or property damage incident to, arising out of or in any way connected with the exhibitor's participation in the conference, in an amount of not less than one million dollars (\$1,000,000) for personal injury, death or property damage in any one occurrence. Such insurance maintained by the exhibitor must be issued by an insurance company reasonably acceptable with an A.M. Best rating A- or higher and should include coverage of the indemnification obligations of the exhibitor under these rules and regulations, and shall name CWA as additional insured on the general liability policy. Each Exhibitor is required to carry workers compensation coverage protecting employees in accordance with the laws of the State of Colorado. Each exhibitor acknowledges that it is responsible for obtaining, for its protection and entirely at its expense, such property insurance for its exhibit and display materials as the exhibitor deems appropriate. The Exhibitor understands that neither CWA nor the University of Colorado maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance. Any policy providing such property insurance must contain an express waiver by the exhibitor's insurance company of any right of subrogation to any claims against CWA and the University of Colorado.

SECURITY: Although the exhibit hall will be locked during non-scheduled hours and a security guard will be patrolling the UMC, the CWA cannot guarantee the safety of items in the exhibit hall or the exhibits themselves. Valuable products should be secured by Exhibitor's representative(s) whenever the booth is unattended.

OBSERVANCE OF LAWS: Exhibitor shall abide by and observe all laws, ordinances, and venue rules and regulations, including local taxing authority rules and regulations if selling retail items on site. Exhibitor is responsible for all licenses, fees, taxes and reporting related to retail sales under this agreement.

EXHIBITOR CONDUCT: Exhibitor and all of its representatives shall conduct themselves at all times in accordance with highest standards of professionalism, decorum and good taste. Exhibitor shall not attend another Exhibitor's product demonstration without prior permission of the presenter. CWA reserves the right to remove from the conference any Exhibitor representative violating these professional standards.

CANCELLATION OR TERMINATION OF EVENT BY CWA: If for any reason beyond its reasonable control including fire, strike, earthquake, damage, construction or renovation to the display site, government regulation, public catastrophe, act of God, or any similar reason, CWA shall determine that the conference or any part may not be held, CWA may cancel the conference or any part thereof. In that event, CWA shall determine and refund to the Exhibitor its proportionate share of the balance of the fees received which remains after deducting all expenses incurred by CWA.

CANCELLATION BY EXHIBITOR: Refunds will not be issued under any circumstances, regardless of the date of exhibitor cancellation. All payments made to CWA under this application shall be deemed fully earned and non-refundable in consideration for expenses incurred by CWA and CWA's lost or deferred opportunity to provide space and/or sponsorship opportunities to others. CWA will be entitled to retain or collect 100% of the Exhibitor's total contract obligation if the exhibitor cancels their exhibit space.

AGREEMENT TO TERMS, CONDITIONS AND RULES: Exhibitor agrees to observe and abide by the foregoing terms and conditions and by such additional terms, conditions, and rules made by CWA from time to time for the efficient and safe operation of the conference. This application represents the final, complete and exclusive agreement between the Exhibitor and CWA concerning the subject matter of this application. CWA does not make any warranties or other agreements except as set forth above. Any amendment to this contract must be in writing signed by CWA. The rights of CWA under this agreement shall not be deemed waived except as specifically stated in writing and signed by the Executive Director of CWA. If any term of this agreement shall be declared invalid or unenforceable, the remainder of the agreement shall continue in full force and effect. This agreement shall be binding upon the heirs, successors, and assigns of the Exhibitor subject to the terms of this agreement regarding assignment.

CONTRACT SIGNATURES

I have read and agree to all the terms and conditions of the Sponsor and Exhibitor Application and Contract. I warrant that I am authorized to sign on behalf of the Sponsor/Exhibitor and that all information I have provided is complete and accurate to the best of my knowledge.

Company Name: _____

Company Representative: _____

Signature: _____ Date: _____

Upon receipt of this signed contract, payment in full and acceptance of the sponsor/exhibitor application, CWA will countersign and return a copy of the contract to the person listed above.

Climbing Wall Association, Inc. Representative: _____

Signature: _____ Date: _____

Please keep a copy of this contract for your reference. Send a signed copy of this contract with your payment to:

Climbing Wall Association, Inc.
Attn: Bill Zimmermann
1460 Lee Hill Rd., Unit 7
Boulder CO, 80304

IMPORTANT DATES AND DEADLINES:

- ***Member Exhibitor Registration Open: August 15, 2011***
- ***Non-Member Exhibitor Registration Open: September 15, 2011***
- ***Web Site Logo and URL Deadline: February 3, 2012***
- ***Product Demo Application Deadline: February 3, 2012***
- ***Conference Program Advertising Art and Copy Deadline: March 30, 2012***
- ***Sponsor/Exhibitor Registration and Attendee List Deadline: March 30, 2012***
- ***Final Payment Deadline: March 30, 2012***
- ***Attendee Bag Insert Deadline: April 27, 2011 (received in Boulder)***
- ***Shipping to venue: Arrives between May 10 and May 15, 2012***
- ***Shipping from venue: Departs between May 21 and May 25, 2012***
- ***Exhibit Set Up Deadline: May 17, 2012, 5:00 p.m.***
- ***Exhibit Take Down Deadline: May 19, 2012, 7:00 p.m.***