



Setting the global standard for investment professionals

2009 CFA INSTITUTE ANNUAL CONFERENCE 26-29 APRIL 2009, ORLANDO, FLORIDA, USA **Exhibitor Agreement**

By submitting this Exhibitor Agreement ("Agreement") to the CFA Institute, the below signed "Exhibitor" is requesting "Exhibit Booth Space" at the 2009 CFA Institute Annual Conference ("Conference") to be held in Disney's Contemporary Resort, Orlando, FL, USA ("Conference Center"), 26–29 April, 2009.

Exhibiting Firm

This Agreement will not be considered accepted by CFA Institute until signed and dated by both the Exhibitor and an authorized agent of CFA Institute, at which time, the Agreement will bind the parties, subjecting each to the following terms and conditions:

1.0 Definitions:

- 1.1 "Exhibitor Information Package" shall mean the packet of materials containing this Agreement and other information sent to Exhibitor from CFA Institute concerning the Conference. Such materials, other than this Agreement, are herein referenced in *italics*.
- 1.2 "Exhibit Area" shall mean the area of the Conference Center where the exhibitors, as a whole, will set up and maintain exhibit booths.
- 1.3 "Exhibit Booth Space" shall mean the specific space in the Exhibit Area assigned to this Exhibitor for the duration of the Conference. The Exhibit Booth Space is part of the Exhibit Area.
- 1.4 "Exhibit" shall mean the Exhibitor's exhibit which shall occupy the Exhibit Booth Space.

2.0 Exhibit Booth Space:

- 2.1 Exhibitor is requesting Exhibit Booth Space as follows (**Exhibitor, please check and initial the appropriate selection**):

___ 10' x 10' space (US\$10,500) ___ 10' x 20' space (US\$21,000) ___ 20' x 20' space (US\$42,000)

- 2.2 Exhibitor is responsible for cleaning and maintaining the Exhibit Booth Space.
- 2.3 If the Exhibit Booth Space remains unoccupied within two hours of the exhibit opening on the first afternoon of the Conference commencement date, CFA Institute may terminate this Agreement without incurring any liability to Exhibitor, and, without further notice to Exhibitor, license the space to another exhibitor or otherwise occupy the space for its own use.

3.0 Exhibit:

- 3.1 If the Exhibit is not fully in place and complete in appearance in CFA Institute's sole judgment at least one hour before the start of each applicable day of the Conference, CFA Institute may request Exhibitor to promptly remove the Exhibit or the unfinished portion thereof. Under such circumstances, Exhibitor will be allowed to complete the set-up of the Exhibit after the scheduled exhibition hours of the day in question.

Charlottesville Hong Kong London

560 Ray C. Hunt Drive
PO Box 3668
Charlottesville, VA
22903-0668 USA

434 951 5499 tel
434 951 5262 fax
info@cfainstitute.org
www.cfainstitute.org



3.2 The Exhibit shall not extend or project beyond the allotted space and it shall not interfere with the site-line or traffic to other exhibits.

4.0 Endorsement:

4.1 Acceptance of this Agreement does not imply endorsement by CFA Institute of Exhibitor or Exhibitor's products.

5.0 CFA Institute Contact:

5.1 CFA Institute shall appoint a representative (herein "CFA Institute Contact"), as designated below, to serve as the contact person for CFA Institute should Exhibitor need permission to carry out certain acts conditioned herein.

6.0 CFA Institute Brochures and Conference Materials:

6.1 "Brochures" promoting exhibitors will be sent by CFA Institute to prospective Conference attendees and Exhibitor hereby grants to CFA Institute a license to use Exhibitor's trade name, trademarks, or service marks for such purpose in such Brochures.

6.2 "Conference Materials" containing a list of exhibitors and descriptions of their companies will be distributed at the Conference by CFA Institute to registered Conference attendees.

6.3 Exhibitor will be included in the Brochures and Conference Materials if the conditions and applicable deadlines have been met (see Exhibit Policies and Guidelines, section titled "Promotional Information").

6.4 Not more than one exhibitor will be listed as the official exhibitor in Brochures and materials.

7.0 Exhibitor's use of Publicity and Souvenirs/Samples:

7.1 Exhibitor may distribute souvenirs/samples at the Exhibit Booth Space, if:

- (a) request for permission is made to the CFA Institute Contact by 2 March 2009; and
- (b) written permission is obtained from CFA Institute Contact.

7.2 Exhibitor shall not:

- (a) distribute any materials outside its Exhibit Booth Space [This restriction specifically precludes Exhibitor from distributing materials to hotel rooms or public access areas related to the Conference Center];
- (b) conduct or display any of the following outside the Exhibit Booth Space if such conduct might, in the sole judgment of CFA Institute, reasonably be associated with the Conference: (a) advertisements; (b) displays; (c) demonstrations; (d) conferences; (e) entertainment; (f) hospitality rooms; and (g) any other action that could be confused as being a Conference-sponsored act;



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- (c) post, nail, screw, attach, or otherwise place any signage or other materials and devices to columns, walls, floors, or other parts of the Conference Center or to public grounds adjacent to where Conference is held; or
- (d) distribute or make available at the Conference any gummed stickers or labels.

8.0 Badges:

- 8.1 Each person attending the Conference must wear a badge. Persons without a badge will be asked to leave the Conference.
- 8.2 Exhibitor shall receive a total of two Full Conference Badges and four Exhibit-Only Badges for a single booth, or four Full Conference Badges and eight Exhibit-Only Badges for a double booth (see Exhibit Policies and Guidelines, section titled "Badge Policy"). Holders of Full Conference Badges receive full Conference registrations, which include meals, educational sessions, and social events. Holders of Exhibit-Only Badges do not receive full Conference registrations, but instead receive permission to enter and exit the Annual Conference Property, and to gain access to the Exhibit Area only.
- 8.3 Full Conference and Exhibit-Only Badges may only be used by authorized representatives of the exhibiting company and may be exchanged among staff of the exhibiting company.
- 8.4 At least one representative of the Exhibitor *must* be in the Exhibit Area during the Exhibitors' Welcoming Reception, daily continental breakfasts, morning and afternoon refreshment breaks, and luncheon desserts. CFA Institute recommends that one representative of the Exhibitor be in the Exhibit Area during all open exhibit hours.

9.0 CFA Institute's Reservation of Rights:

- 9.1 CFA Institute reserves the right, at any time, to:
 - (a) reject or limit Exhibitor and/or Exhibit if, in CFA Institute's sole judgment: (i) the Exhibit does not meet the standards expected of a display at the Conference; (ii) the Exhibit is objectionable for any reason; or (iii) the Exhibit detracts from or is not in keeping with the character of the Conference as a whole;
 - (b) request removal of any souvenirs, samples, or other handouts which have not been approved by CFA Institute;
 - (c) eject from the Conference and/or Conference Center any person or persons who, in CFA Institute's sole judgment, are conducting themselves in an objectionable manner; and/or
 - (d) enforce any other term or condition expressed in this Agreement.

10.0 Exhibitor's Forbearance of Rights:

- 10.1 In the event of enforcement by CFA Institute of section 9.1 above, Exhibitor agrees to forego any direct or indirect right of action at law or in equity against CFA Institute for any loss or damage suffered by Exhibitor as a result of the enforcement of said section by CFA Institute.



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11.0 Exhibit Restrictions:

11.1 Demonstrations, interviews and other activities, including video and noise-creating equipment, conducted by Exhibitor at its Exhibit must be conducted so as not to infringe upon the rights of other exhibitors or offend visitors at the Conference, as determined in the sole judgment of CFA Institute.

12.0 Assignments:

12.1 Unless written permission is obtained by 2 March 2009, from CFA Institute's Contact, Exhibitor may not:

- (a) assign this Agreement;
- (b) sublet, assign, or apportion the Exhibit Booth Space; and/or
- (c) use the Exhibit Booth Space to represent any other firm, individual, company, or party other than Exhibitor's firm/company.

13.0 Freight:

13.1 The Conference Center will not accept direct freight shipments of any kind from Exhibitor.

13.2 All Exhibit materials and/or products must be shipped by Exhibitor to the Advanced Warehouse provider (designated by The Freeman Companies).

14.0 Exposition Company:

14.1 The Freeman Companies is the official exposition company for the Conference and will work with CFA Institute to provide Exhibitor with information outlining Freeman's services.

14.2 Use of Freeman is not included in the Exhibit Booth Space fee paid by Exhibitor to CFA Institute pursuant to this Agreement. All costs attributable to Exhibitor's use of Freeman (excluding booth package) will be billed by Freeman directly to Exhibitor.

15.0 Regulations:

15.1 At the Conference, Exhibitor shall adhere to all fire, safety, health, license requirements, and/or other applicable regulations.

16.0 Liability and Insurance:

16.1 Exhibitor acknowledges that:

- (a) Exhibitor is solely responsible for loss or damage, through any cause, to Exhibitor's Exhibit, goods, and/or other property brought to the Conference by Exhibitor, including materials owned, rented, or leased by the Exhibitor;
- (b) neither the Conference Center nor CFA Institute maintain insurance on Exhibitor's Exhibit, goods, and/or other property or materials brought to the Conference;



- (c) it is the sole responsibility of Exhibitor to obtain sufficient insurance to protect the Exhibitor from any and all losses which might be incurred by Exhibitor while at the Conference; and
- (d) Exhibitor is responsible for damage caused by Exhibitor to property belonging to CFA Institute, the Conference Center, or other applicable party.

17.0 Indemnity:

17.1 Exhibitor agrees to protect, save, and hold CFA Institute, its affiliated corporations, and its agents and employees and all beneficiaries and all agents thereof, and the Conference Center and all agents and employees thereof (hereafter, collectively called "Indemnitees") harmless for any damages or charges imposed for violations of any law, ordinance, and/or terms of this Agreement, whether occasioned by the negligence of the Exhibitor or those holding under the Exhibitor, and further, Exhibitor shall at all times protect, indemnify, save, and hold harmless the Indemnitees against and from any and all losses, costs (including attorney fees), damage, liability, or expense arising from or out of or by reason of any accident or bodily injury or other occurrence to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arises from or out of or by reason of said Exhibitor's occupancy and use of the Conference Center or a part thereof.

18.0 Terms of Payment:

18.1 Half of the fee for the Exhibit Booth Space (as checked and initialed by Exhibitor in 2.1 above) is payable to CFA Institute upon submission of this Agreement, with the remaining balance to be paid in full by Exhibitor to CFA Institute on or before 7 January 2009.

18.2 Should CFA Institute decline to accept this Agreement, CFA Institute will return Exhibitor's submitted payment.

19.0 Refunds:

19.1 If CFA Institute accepts this Agreement, no refund will be made in full or in part except as detailed in section 19.2 below.

19.2 If the Conference is canceled, Exhibitor shall receive a full refund from CFA Institute of all money paid by Exhibitor pursuant to this Agreement, unless cancellation is a result of, or related to, action by Exhibitor.

20.0 Interpretation and Enforcement:

20.1 This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written relating thereto. Any amendment or modifications must be in writing and signed by both parties.

20.2 This Agreement is deemed to be executed in Charlottesville, Virginia, as of the date accepted by CFA Institute and shall be interpreted and applied in accordance with the laws of the Commonwealth of Virginia. The parties hereto consent to jurisdiction and venue in the state and federal courts located in the Commonwealth of Virginia.



20.3 Exhibitor represents that it has read this entire Agreement, along with the attached Schedules and all documents made available in the Exhibitor Information Package. Exhibitor is fully aware that this Agreement, if accepted by CFA Institute, becomes a binding agreement between Exhibitor and CFA Institute and Exhibitor agrees to adhere to the terms and conditions of the Agreement.

Please sign and return *both* copies of this Agreement to CFA Institute. If approved by CFA Institute, one fully executed copy will be returned to you.

Exhibitor: _____	_____
(company name)	(date submitted)
_____	_____
(signature of authorized agent)	(print name of authorized agent)
_____	_____
(title of authorized agent)	(print name of authorized Exhibitor contact)

CFA Institute: _____	_____ day of _____, 20____
Charles C. Henneman, CFA Head, Conferences	(date on which CFA Institute accepted and entered into Agreement)

Unless Exhibitor is notified otherwise in writing, the CFA Institute Contact shall be:
Tom Sours of the Marketing & Communications Department; Tel: 434-951-5332; Fax: 434-951-5350;
Email: tom.sours@cfainstitute.org