



# Can We Talk?

CONFERENCE **BENEFIT DINNER**  
W A S H I N G T O N D C

JUNE | 7-9 | 2019

THE STATE OF  
MENTAL HEALTH  
IN THE BLACK  
COMMUNITY

#canwetalk #breakthesilence

## **2019 Exhibitor Opportunities**

Grand Hyatt | Saturday, June 7<sup>th</sup> – 7:00a – 8:00p & Sunday, June 8<sup>th</sup> – 8:00a – 1:00p

❖ **Six (6) foot table \$3,500**

### *Exhibit Amenities included:*

- *One six-foot, black draped table and 2 chairs*
- *Company listing on the Can We Talk? Conference website with live link*
- *Listing in select print and electronic preconference marketing materials*
- *Copy of event attendee list (excluding email and phone number)*

## **Additional Exhibit Services**

Exhibition services such as electricity, Internet, etc. will be provided by the conference for each exhibitor.

## **Advertising in Conference Program**

|                 |       |
|-----------------|-------|
| Full page color | \$800 |
| ½ page color    | \$600 |
| ¼ page color    | \$300 |

# EXHIBITION RULES, REGULATIONS AND CONDITIONS

## 1. Contract

Exhibitor's submission of the 2019 Exhibit Space Agreement form, with or without a deposit, shall constitute an offer from Exhibitor to enter into such Agreement with The Boris Lawrence Henson Foundation. Such offer can only be accepted by The Boris Lawrence Henson Foundation. After signing, The Boris Lawrence Henson Foundation will send to Exhibitor a fully-signed copy of the one-page (front/back) Agreement document, which sending shall constitute The Boris Lawrence Henson Foundation's acceptance and cause the Agreement as a whole to become effective.

## 2. Payment and Liability Schedule

- 50% liable and 50% payment due upon signing of the agreement.
- 100% liable and 100% payment due 14 days prior to the first day of the conference.
- If contract is received within 14 days of the conference date, the exhibitor agrees to pay immediately with credit card, wire transfer or express check.
- Payment must be clear before the exhibitor is permitted to set up.
- The Boris Lawrence Henson Foundation reserves the right to reassign space or remove contracted company from the floor plan if the above payment schedule is not met.
- Failure to make payments does not release the contracted financial obligation.
- If payment is not received by the event date, a collection agency will be assigned to collect the debt. The exhibitor will be assessed the collection agency fees (typically an additional 30%).

**3. Arrangements of Exhibits.** Exhibits shall be so arranged as not to obstruct the general view nor hide the exhibits of others. Plans for specially built displays not in accordance with these Exhibition Rules must be approved in advance in writing by The Boris Lawrence Henson Foundation. With or without prior inspection, Exhibitor understands that by signing the Agreement form, Exhibitor agrees to be bound by the Exhibition rules. Exhibitor shall be responsible for all transportation costs for delivery of the exhibit materials to the site and agrees to hold harmless The Boris Lawrence Henson Foundation of and from all such expenses. Exhibitor has reviewed such charges, if any, in advance of signing this Agreement. Exhibitor is responsible for the removal of all Exhibition material, props, furnishings, from the site prior to the closing date of the Exhibition and shall hold harmless The Boris Lawrence Henson Foundation of and from all such liability for failure to comply with this provision. In the event Exhibitor files or refuses to remove all of its property from the event space prior to the closing of the Exhibition, The Boris Lawrence Henson Foundation may remove such materials at Exhibitor's expense.

**4. Soliciting/Photographs.** Exhibitor is prohibited from distributing (i) literature, souvenirs, or other items from outside the boundaries of Exhibitor's table, and (ii) literature, souvenirs, or other items that are other than Exhibitor's own materials; in each case, unless Exhibitor has obtained The Boris Lawrence Henson Foundation prior written approval. These prohibitions apply before, after, or during Exhibition hours. Canvassing in exhibit halls or distribution of advertising matter, souvenirs, or any other items whatsoever by anyone who is not a paid exhibitor is strictly forbidden. Exhibitor is prohibited from taking photographs of other exhibits or other aspects of the Exhibition, without The Boris Lawrence Henson Foundation's prior written approval. Exhibitors may photograph only their own materials or table(s).

**5. Exhibitor Personnel and Others.** Technical specialists, qualified to discuss

engineering details of their products, must staff table at all times during Exhibition hours. The Boris Lawrence Henson Foundation reserves the right to prohibit an exhibit or part of an exhibit that, in The Boris Lawrence Henson Foundation's sole discretion, may detract from the character or nature of the Exhibition.

**6. Remedies.** If Exhibitor fails to make any payment or otherwise breaches any provision of the Agreement, and fails to cure within a reasonable time (as defined in the next sentence) after Exhibitor has received written notice from The Boris Lawrence Henson Foundation specifying the breach, The Boris Lawrence Henson Foundation shall have the right to exercise (without further notice) any one or more of the following remedies at any time after such reasonable time has passed: (i) cancel the Agreement in whole or in part; (ii) evict Exhibitor from any or all of the space being rented by Exhibitor; (iii) have any of the Agreement's violated provisions specifically enforced; and/or (iv) exercise any other remedy available by rule of law. "Reasonable time" means: (i) immediately in the case of any breach occurring during the Exhibition; (ii) 24 hours, in the case of any failed payment and (iii) 5 days, in the case of any other breach. In addition, The Boris Lawrence Henson Foundation may keep any and all monies received from Exhibitor as liquidated damages, it being understood that The Boris Lawrence Henson Foundation losses and damages from Exhibitor's breach of the Agreement as well as a precise value for services provided by The Boris Lawrence Henson Foundation prior to the conclusion of the Exhibition are difficult to ascertain and that the agreed liquidated damages are not intended and may not be construed as a penalty. Upon cancellation of the Agreement, The Boris Lawrence Henson Foundation may (without prejudice to any other available remedy) rent Exhibitor's space to any other exhibitor, or use such space in any other manner as The Boris Lawrence Henson Foundation deems necessary, in its sole discretion, without any obligation to Exhibitor.

**7. Unoccupied Space.** If any of Exhibitor's space remains unoccupied on opening day of the Exhibition, Exhibitor shall be deemed to have abandoned such space. Thereafter, The Boris Lawrence Henson Foundation shall have the right to rent such space to any other exhibitor, or use such space in any other manner as The Boris Lawrence Henson Foundation deems necessary, in its sole discretion, without any obligation to Exhibitor. This Section shall not be construed as affecting the obligation of Exhibitor to pay the full amount specified in the Agreement for space rental.

**8. No Endorsement - The Boris Lawrence Henson Foundation**

Under no circumstances will The Boris Lawrence Henson Foundation or Taraji P. Henson be expected to endorse or promote Exhibitor or its products or services, nor will any such endorsement or promotion be implied or construed based on Client's acceptance of Exhibitor's payment or acknowledgment or identification of Exhibitor. Exhibitor will not state or imply, orally or in writing, that Client, or its respective officers, directors, or employees, including, without limitation, Taraji P. Henson endorse Exhibitor or its products.

**9. Publicity by Exhibitor**

Exhibitor may identify itself as a corporate Sponsor of Client during the term as provided in the Sponsorship Plan. Except as required by law, Exhibitor will not issue any press release or other public statement (including on its website) relating to its Sponsorship and/or Taraji P. Henson without obtaining Client's prior written consent. For the avoidance of doubt, any promotional or publicity items concerning Exhibitor will be done in accordance with Client's customary recognition practices and will be approved by Client on a case by case basis. Exhibitor shall under no circumstance imply an endorsement by Taraji P. Henson personally and her name, image, voice, and/or likeness shall not be used in any manner, in connection with exhibitor or otherwise without first obtaining her prior written consent.

**10. Liability.** Neither The Boris Lawrence Henson Foundation, Taraji P. Henson, nor its agents or representatives will be responsible for any injury, loss, or damage that may occur to Exhibitor or to Exhibitor's employees, invitees, licensees, or guests, or Exhibitor's property, from any cause whatsoever. Under no circumstances shall The Boris Lawrence Henson Foundation or its agents or representatives be liable for (i) any special, indirect, incidental, or consequential loss or damage whatsoever, or (ii) any loss of profit, loss of use, loss of opportunity, or any cost or damage resulting from any such loss. Exhibitor acknowledges that the risk allocations of this Section are reasonable based on the understanding that Exhibitor shall obtain, at its own expense, adequate insurance against any such injury, loss, or damage. The Boris Lawrence Henson Foundation shall not be liable for failure to perform its obligations under the Agreement as a result of strikes, riots, acts of God, or any other cause beyond its control. Anyone visiting, viewing, or otherwise participating in Exhibitor's table or exhibit is deemed to be the invitee, licensee, or guest of Exhibitor, and not the invitee, licensee, or guest of The Boris Lawrence Henson Foundation. Exhibitor assumes full responsibility and liability for the actions of its agents, employees, independent contractors, or representatives, whether acting within or without the scope of their authority, and agrees to defend, indemnify, and hold The Boris Lawrence Henson Foundation, the exhibition hall, and their respective privies, harmless from and against claims resulting directly or indirectly from the actions or omissions of Exhibitor and/or Exhibitor's agents, employees, independent contractors, or representatives, whether within or without the scope of authority. There is no other agreement or warranty between Exhibitor and The Boris Lawrence Henson Foundation except as set forth in this document and the Exhibition Rules. The rights of The Boris Lawrence Henson Foundation under the Agreement shall not be deemed waived except through writing signed by an authorized officer of The Boris Lawrence Henson Foundation.

**11. Insurance.** For the term of the Agreement, Exhibitor shall at all times maintain insurance sufficient to cover the liabilities of Exhibitor under the Agreement. Such insurance shall also provide coverage for Exhibitor's contractual obligations to defend, indemnify, and hold harmless, as stated in the Agreement.

**12. Force Majeure.** In case the Exhibition hall is damaged or destroyed by fire, the elements, or any other cause, or if circumstances make it unreasonably difficult for The Boris Lawrence Henson Foundation to permit Exhibitor to occupy the assigned space during any part or the whole of the Exhibition, then during such circumstances The Boris Lawrence Henson Foundation, the building management, and their respective privies will be released and discharged from the obligation to supply space, and Exhibitor will be reimbursed a proportionate share of the table rental previously received by The Boris Lawrence Henson Foundation from Exhibitor. The Boris Lawrence Henson Foundation reserves the right to cancel, re-name, or relocate the Exhibition or change the dates on which it is held. If The Boris Lawrence Henson Foundation changes the name, relocates to another facility within the same city, or changes the dates for the Exhibition to dates that are not more than 30 days earlier or later than the dates originally scheduled, no refund will be due Exhibitor and The Boris Lawrence Henson Foundation shall assign to Exhibitor such other space as The Boris Lawrence Henson Foundation deems appropriate. In such case, Exhibitor agrees to use such space under the terms of the Agreement.

**13. Jurisdiction and Attorney Fees.** Should any legal action be commenced to resolve any dispute under the Agreement: (i) Exhibitor hereby consents to venue and jurisdiction in the federal or state courts located in California (headquarters of The Boris Lawrence Henson Foundation), and agrees that no such action may be brought in a forum not located in California; and (ii) the prevailing party shall be entitled to an award of litigation expenses, interest, and reasonable attorney fees, in addition to any other remedy obtained.

**14. Taxes and Licenses.** Exhibitor shall be responsible for obtaining any licenses, permits, or approvals required under local, city, state, or national law applicable to Exhibitor's activity at the Exhibition. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees, use fees, or other charges that may become due to any governmental authority concerning Exhibitor's activities related to the Exhibition.

**15. Cancellations.** In the event that Exhibitor wishes to cancel some or all of its allotted exhibit space, Exhibitor may request and The Boris Lawrence Henson Foundation may grant such cancellation, but only with the following understandings; (i) all cancellations must be requested in writing and addressed to The Boris Lawrence Henson Foundation at the email address below; (ii) The Boris Lawrence Henson Foundation is not required to refund any portion of moneys (the 50% deposit, full fee, or otherwise) previously paid by Exhibitor; (iii) if Exhibitor's cancellation request is received by The Boris Lawrence Henson Foundation after the Agreement has become effective, Exhibitor nevertheless agrees to pay the full fee based on the original space requirements, before such cancellation will become effective. The Boris Lawrence Henson Foundation assumes no responsibility for having included the name of Exhibitor in the Exhibition catalog, brochures, news releases, or other materials.

**16. Changes.** If Exhibitor requests an increase of its table space after the Agreement has become effective, The Boris Lawrence Henson Foundation will use reasonable best efforts to accommodate such request, subject to space availability, additional fee payment, and other circumstances then prevailing. If Exhibitor requests a change that leads to a net reduction of table space from original requirements, such request shall be covered by Section 13 above.

**17. Relocation and Floor Plan Revisions**

The Boris Lawrence Henson Foundation retains the exclusive right to revise the exhibition hall floor plan and/or move assigned exhibitors as necessary.

**18. Other Matters.** The Exhibition is owned, managed, and produced by The Boris Lawrence Henson Foundation (info@borislhensonfoundation.org). All matters not expressly covered in the Agreement are subject to the reasonable decision of The Boris Lawrence Henson Foundation, which decision shall be final.

By initialing below, Signer signifies that Exhibitor has read, understands, and agrees to be bound by all the terms and conditions set forth above.

\_\_\_\_\_ (signer's initials) for (Exhibitor)



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#canwetalke #mentalhealthdc

## Event Reservation Form and Contract Exhibit Space | Partnerships

### EXHIBIT AGREEMENT

#### Company & Contact Information

**Company Name:** \_\_\_\_\_

**Contact 1:** \_\_\_\_\_ **Billing Contact:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_ **Street Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_ **City, State, Zip:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

#### Contract Acceptance (signature is required)

This contract is accepted as binding by the following Exhibitor Representative:  
**Signature:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

#### Invoicing Policy, Payment & Cancellation Terms & Conditions

**Invoicing:** Invoices will be sent by email. If you wish to receive a printed copy, please check the box below:  
 Please send a printed invoice to our company billing contact (contact 2 above).

**Payment:** 50% due upon signing. 100% due by May 24, 2019. All contracts received after May 24, 2019 requires 100% due upon signing. Companies are 100% liable for contracted funds after signed contract is received.

**Cancellation:** All cancellations are 100% liable for contracted funds.

#### Payment Amount & Method

**Advertising:** \$ \_\_\_\_\_

**Exhibit Space:** \$ \_\_\_\_\_

**Total Contracted Amount:** \$ \_\_\_\_\_ **P.O. #** \_\_\_\_\_

**Payment Method:**

|  |  |
|--|--|
| <input type="checkbox"/> Credit Card   |  |
| <input type="checkbox"/> Wire Transfer |  |