

## HOST AGREEMENT

This Agreement is entered into by and between International Laser Display Association located at 7062 Edgeworth Drive, Orlando Florida 32819, USA, [mail@ilda.com](mailto:mail@ilda.com), phone +1-407-797-7654, hereinafter "ILDA" and \_\_\_\_\_ with an office located at \_\_\_\_\_

In the country of \_\_\_\_\_. Email \_\_\_\_\_ and phone \_\_\_\_\_ hereinafter "HOST" for the purposes herein stated.

The purpose of this Agreement is to allow the HOST to work on the annual ILDA Conference as described herein.

The undersigned do hereby covenant, contract and agree as follows:

1. AGREEMENT: ILDA hereby confers the position of hosting the \_\_\_\_\_ (year) conference to the HOST. The HOST must be an active ILDA Member for the year in which the Conference takes place. The HOST agrees to enact ILDA's wishes for the conference as set forth herein. In return ILDA will list the HOST'S ILDA Member name in any and all marketing for the Conference. Any special arrangements between the HOST and ILDA are enclosed as Schedule I which signed by both parties and forms part of this contract.

2. HOST RESPONSIBILITIES: The HOST is responsible for local information. After the site selection has been completed, the host must make all local arrangements or provide information to such to ILDA. This includes but not limited to, inspection of site, transportation information, entertainment options, provision of staff and equipment as needed. This includes ancillary equipment such as cables, mirrors, fog machines not already provided by any equipment sponsors. Additional items that may be required will be listed on Schedule I which signed by both parties and forms part of this contract.

3. NUMBER OF DAYS: ILDA states that the numbers of days for the Conference itself, including Welcome Reception/Dinner, Business Meeting, Seminars & Workshops, Lase-Off, and ILDA Awards, will be 3 days and 3 nights. With attendees checking in on Day 1 and checking out on morning of Day 4. There may be an additional day or days based on needs of ILDA-sponsored laser safety classes, user group meetings and one or more cultural tours. Any additional day(s) will be expressed early enough to the HOST so that arrangements can be made. Costs incurred for any additional time imposed by the venue will be paid for by ILDA. Should

the HOST incur any additional costs for these services, the HOST agrees to get approval from ILDA prior to acceptance of of these charges.

4. INITIAL VENUE SELECTION: The HOST will scout out venues that they believe will be appropriate for the Conference. This includes, but is not limited to, 30 sleeping rooms, rooms for meetings, Lase-off and Awards presentations. The HOST will report back to the Board of Directors (hereinafter the “Board”) and the ILDA Conference Committee their findings. This report must include a preliminary budget for the proposed venue.

5. ILDA VENUE SELECTION: ILDA will make arrangements for a final list of potential venues, and ILDA will select the venue from this list, taking into account the HOST'S recommendations.

6. LEGAL AUTHORITY: At no time should this agreement be construed as to allow the HOST to contract and financially commit ILDA to any other agreement. This can only be done by the Executive Director under his or her normal authority granted by the Board.

7. ILDA RESPONSIBILITIES: The HOST may interface with various persons in ILDA, including the President, Board of Directors, Executive Director, Conference Committee chair, Conference Technical Director, and others with responsibilities for the conference. In case of disagreements between these persons, the disagreement shall be brought to ILDA’s attention so it may be resolved inside ILDA, in the order of responsibility shown above. ILDA is responsible for signing all contracts, promotion of the conference, finding sponsors, operation of the conference, appointments of technical staff, such as directors, and any and all financial agreements.

8. SHOW PRODUCTION: ILDA reserves the right to appoint certain positions to produce the Awards and Lase-off presentations. Descriptions of these positions is enclosed as Schedule II which signed by both parties and forms part of this contract. The HOST shall assume no liability whatsoever for the actions taken by third parties defined in Schedule II unless actions taken by such third parties are in direct order of and responsibility of the HOST.

9. EQUIPMENT SPONSORS: ILDA reserves the right to seek sponsorship for the Conference. In this effort, there may be equipment sponsors. Any equipment sponsorship will be negotiated under separate agreement. Equipment sponsors have the right to have their equipment on display for the official ILDA events. Equipment sponsors may not refuse ILDA Member access to this equipment and must offer it at no charge as deemed fair and reasonable by ILDA.

10. COMPLEMENTARY REGISTRATIONS: ILDA will provide two free Full Conference registrations for the HOST. This includes all meals and other benefits of a Full Conference registration. The registrations can be provided to any person the HOST desires. The registrations are not transferable; only the two named persons may use them.

11. HOST EMPLOYEE PARTICIPATION: ILDA does not provide the HOST or their employees with free registration for laser safety courses, Cultural Day costs such as tour bus transportation, or any other extra-cost events (for example, the Lase-Off or Awards unless part of the actual event production). HOST employees who are working at a session or event — for example, doing A/V — are "in the room" and can stay in the room as long as they are working. They cannot actively participate in the event. Once they are no longer needed, they must exit the session or event.

12. FINANCIAL RESPONSIBILITIES: ILDA will pay for any items considered necessary, that may need to be rented, in order to produce the Conference. However, these items must be known in advance to ILDA in a reasonable time, normally 5 business days in advance or longer. To receive reimbursement for authorized expenses, the HOST must produce a receipt. ILDA is not responsible for the room and board of any HOST employee.

13. STREAMING: There can be no streaming of ILDA events, including seminars, the Lase-Off, Laser Jockey or the Awards Presentation, without ILDA's written permission in advance. The content of these events belongs to ILDA, not the HOST or a third party.

14. USER GROUPS AND NON-ILDA EVENTS: There can be no non-ILDA events, such as user group meetings or sales meetings, during the days of the ILDA Conference, without ILDA's written permission in advance. The "days of the ILDA Conference" is defined as beginning three days prior to the two main Conference days (the ones with the Lase-Off and Awards) and ending on the day after the Cultural Day. This applies both to the HOST and to outside companies or organizations. If the HOST or company/organization wishes to have a user group meeting or any other non-ILDA event during the days of the ILDA Conference, they should contact ILDA for permission. Usually organizations would need to be an ILDA Member of the appropriate Membership category (Corporate for a company). The event cannot overlap with ILDA Conference or Cultural Day events, but may overlap with early registration or laser safety classes. ILDA will put the HOST/company/organization's non-ILDA event on ILDA's schedule and webpage. It is up to the HOST/company/organization to promote the non-ILDA

event. Any costs of meeting rooms, food, transportation, etc. are the responsibility of the HOST/company/organization.

15. CULTURAL TOUR: Traditionally, the day after the last official Conference event — usually the Awards Presentation — there is a cultural tour. This allows ILDA Members to “see the sights” and to spend time together informally. Most of these have been bus tours, although in a city a walking or subway tour may be appropriate. The HOST should contact local tour companies to find out what they have available, and provide this information to ILDA. ILDA and the HOST will jointly select one or more tours. ILDA pays for the tour(s) from money collected from tour participants.

16. ACTS OF GOD: In the event of an Act of God, defined as a natural hazard outside human control for which no person can be held responsible, such as a hurricane, each party shall do its best to ameliorate any negative impacts on the Conference and for ILDA.

17. FORCE MAJURE: In the event that the HOST cannot fulfill their agreement to ILDA, and the Conference is less than 30 days away, ILDA will be forced to make any and all necessary arrangements needed to produce the Conference. Should there be charges associated with this action; the HOST agrees to reimburse ILDA for these charges incurred.

18. PANDEMIC: A pandemic such as COVID is neither an Act of God nor a Force Majure as defined in this contract. In the event of a pandemic, or pandemic control measures, each party shall do its best to ameliorate any negative impacts on the Conference and for ILDA.

19. TAXES AND LICENSES: All taxes, license fees and other expenses associated with the agreement shall be paid by ILDA.

20. INDEMNIFICATION: The HOST shall defend, indemnify and hold ILDA and its Board of Directors harmless from and against any and all expenses, losses, liabilities, damages, claims and demands, including counsel fees directly for, by reason of or arising out of, the use of services and materials provided or caused to be provided by company, pursuant to above paragraphs, or any activities relates thereto resulting in personal injury or property damage suffered by or alleged to be suffered by any person or persons (including protected parties of HOST). The indemnification and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of this agreement, whether by expiration of time, by operation of law or otherwise

21. EFFECTIVE DATE: This Agreement will become effective as of the date it is signed by both parties and will stay in force for the duration of the Conference covered by this contract.

22. TERMINATION: This agreement can be terminated with 60 day notice and only by writing signed by both parties.

23. If any provision of this agreement is held by a court of competent jurisdiction to be invalid, that provision will be omitted; however, the remaining provisions of this agreement shall remain in full force and effect.

24. Conditions arising which are not specifically referenced hereunder shall be established trade customs.

25. This agreement shall be construed and interpreted in accordance with the Law of the State of Florida.

26. Jurisdiction and venue with regard to any dispute arising out of this agreement shall be in Orange County, Florida.

27. This agreement may be amended only through written mutual consent executed by both parties hereto.

WITNESS our signatures this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

ILDA :

HOST:

\_\_\_\_\_  
Patrick Murphy  
Executive Director

\_\_\_\_\_  
Name and title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

SCHEDULE I

Specifications for the \_\_\_\_ (year) ILDA Conference,

The undersigned accept this schedule as stated above as part of the contract.

ILDA:

HOST:

\_\_\_\_\_  
Patrick Murphy  
Executive Director

\_\_\_\_\_  
Name

SCHEDULE II

ILDA Conference positions. Please note that all positions are on a volunteer basis only and may or may not be appointed.

*Show Producer:* A person who takes charges and oversees the creation of the award ceremony, including but not limited to, show timeline, selection of award presenters, selection of master of ceremonies, creation of the script for the show, creation and/or provision of visual material to be presented (PowerPoint title slides, videos of award entries).

*Technical Director:* A person who takes charge and oversees technical details of the actual production, including but not limited to interfacing with equipment sponsors and other donated equipment to guarantee all will work together, to produce technical drawing of installation at conference venue, secure and supervise production crew, and secure, install and check all equipment needed for the production. This includes both laser-specific equipment, and general audiovisual equipment such as sound system, video projectors, etc.

*Laser Safety Officer:*

The undersigned accept this schedule as stated above as part of the contract.

ILDA:

HOST:

\_\_\_\_\_  
Patrick Murphy  
Executive Director

\_\_\_\_\_  
Name