



WDMA SPONSOR APPLICATION AND CONTRACT TERMS AND CONDITIONS

This Application and Contract to participate in the WDMA Advocacy Summit, WDMA FRAME Annual Conference and/or WDMA Executive Leadership Forum (“Event”) shall become effective when it has been submitted by the sponsoring company and accepted by WDMA. The individual signing this Application and Contract represents and warrants that he/she is duly authorized to execute this binding Application and Contract on behalf of the sponsoring company. By signing this Application and Contract, the sponsoring company agrees to be bound by the terms and conditions below. The sponsoring company agrees that upon acceptance of this Application and Contract by WDMA, with or without appropriate payment of the sponsor fee and further action by the sponsoring company, this Application and Contract, together with the terms and conditions below, (collectively “this Contract”) shall become a legally binding contract between WDMA and sponsoring company (“Sponsor”).

1. EVENT MANAGEMENT

WDMA Event Management will serve as manager of the exhibition area. WDMA Event Management is responsible for assignment of logistics and collection of payment. WDMA Event Management acts as a liaison between sponsors and all official show contractors. If you have any questions, please contact:

WDMA Event Management

2001 K St. NW, #300
Washington, D.C. 20006
Email: sponsors@WDMA.com

2. PAYMENTS, CANCELLATIONS & REFUNDS

PAYMENTS

Sponsors must remit 100% percent of their total fees within 30 days of receipt of their invoice from WDMA Event Management. Full payment must be received unless payment arrangements were made with the WDMA Sales Team. WDMA reserves the right to release a sponsorship if the Sponsor fails to remit 100% payment within 90 days of invoice or prior to the event. WDMA reserves the right to hold or revoke Sponsor badges for any Sponsor with an unpaid balance.

Full payment is required and no refunds whatsoever will be made on cancellations. Should a Sponsor cancel they are responsible for the full originally contracted amount.

PLEASE MAIL CHECKS TO:

Window & Door Manufacturers Association
WDMA 8623 Solution Center Chicago, IL 60677-8006
Please return a copy of this invoice with your payment.

ELECTRONIC PAYMENT INFORMATION:

Window & Door Manufacturers Association
Bank Name: CIBC Bank USA
Bank Address: 120 South LaSalle Street, Chicago, IL 60603
Account Number: 2370744
ABA Routing Number: 071006486
SWIFT Number: PVTBUS44

3. CANCELLATION OR CHANGES TO WDMA 2026 EVENTS BY WDMA (WDMA ADVOCACY SUMMIT, WDMA FRAME ANNUAL CONFERENCE AND/OR WDMA EXECUTIVE LEADERSHIP FORUM)



If for any reason WDMA determines WDMA Advocacy Summit, WDMA FRAME Annual Conference and/or WDMA Executive Leadership Forum must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Sponsor understands and agrees that WDMA shall not refund any amounts Sponsor paid towards the Sponsor Fee and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of WDMA or its directors, officers, employees, agents or subcontractors. Sponsor understands that it may lose all monies it has paid to WDMA to participate at the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc.

Sponsor, as a condition of being permitted by WDMA to be a Sponsor in the Event, agrees to indemnify, defend and hold harmless WDMA, its directors, officers employees, agents and subcontractors from any and all loss which Sponsor may suffer as a result of Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside WDMA's control. The terms of this provision shall survive the termination or expiration of this Contract.

4. ELIGIBILITY TO SPONSOR

WDMA reserves the right to determine the eligibility of any sponsor for inclusion in the Event and to prohibit a sponsor from conducting and maintaining an exhibit if, in the sole judgment of WDMA, the sponsor or proposed exhibit shall in any respect be deemed unsuitable. Sponsor's eligibility to sponsor the Event must remain in effect from the time of submission of the Contract to the time of the Event and should WDMA determine that Sponsors no longer eligible to sponsor the Event (though previously deemed eligible), WDMA may notify the Sponsor and may terminate this Contract without liability upon written notice to Sponsor.

5. PROMOTIONAL ACTIVITIES

Further, Sponsor shall not engage in any promotional activities which WDMA determines to be outside the purpose and/or character of the WDMA Advocacy Summit, WDMA FRAME Annual Conference and/or WDMA Executive Leadership Forum as determined by WDMA in its sole discretion.

6. HOUSING

All housing reservations for the Event should be made by the Sponsor by using the booking website provided for each event. Event Management will send emails to Sponsor from sponsors@WDMA.com. If you are contacted by ANY company except WDMA about hotel reservations for WDMA Advocacy Summit, WDMA FRAME Annual Conference and/or WDMA Executive Leadership Forum, please inform Event Management at sponsors@WDMA.com. WDMA shall not be responsible for any damages or costs related to Sponsor making hotel reservations via an unauthorized solicitation of hotel reservations.

7. INTELLECTUAL PROPERTY MATTERS

The Sponsor represents and warrants to WDMA that no materials used in or in connection with its exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Sponsor) or other intellectual property rights of any third party including, but not limited to, any use of artificial intelligence. The Sponsor agrees to immediately notify WDMA of any information of which Sponsor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Sponsor agrees to indemnify, defend and hold WDMA, officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorneys' fees) arising out of or related to claims of infringement by Sponsor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.



Notwithstanding the foregoing, WDMA, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Sponsors. The terms of this provision shall survive the termination or expiration of this Contract.

8. USE OF WDMA NAME

WDMA, WDMA Advocacy Summit, WDMA FRAME Annual Conference and/or WDMA Executive Leadership Forum, and Event logo are registered trademarks owned by the WDMA. Participation by Sponsor in the Event does not entitle Sponsor to use such names or logos, except that Sponsor may reference the Event and use the Event logo with reference to Sponsor's participation as a sponsor at the WDMA Advocacy Summit, WDMA FRAME Annual Conference and/or WDMA Executive Leadership Forum. Participation in the Event does not imply endorsement or approval by WDMA of any product, service or participant and none shall be claimed by any participant.

9. SPONSOR LIABILITY

Sponsor remains solely responsible for the safety of its property at all times during transit to and from the Facility and in the Exhibit area. Neither WDMA, its directors, officers, employees, agents, subcontractors, nor Smithbucklin, (collectively "Show Management") are responsible for Sponsor's property or any loss thereto from any cause. SPONSOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

10. INDEMNIFICATION

Sponsor agrees that it will indemnify, defend and hold Show Management, WDMA, their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Sponsor, its employees, agents or contractors; b) the failure by Sponsor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Sponsor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Show Management by Sponsor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management. Sponsor agrees that if Show Management or WDMA is made a party to any litigation commenced by or against Sponsor or relating to this Contract or the premises leased hereunder, then SPONSOR WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT OR WDMA BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

11. WARRANTIES

WDMA makes no warranties, either express or implied, as to the availability or suitability of the contractors, services and/or equipment of the Facility, WDMA, or their respective employees, agents or contractors.

12. DO NO HARM

Sponsor agrees to not engage in any conduct or take any action that is illegal or intended to reflect negatively on or harm the reputation or business interests of WDMA or its members. Sponsor further agrees not to harm, disturb, disrupt, or otherwise interfere with WDMA's operations, including Event. Sponsor shall immediately notify WDMA of any knowledge of or reasonable suspicion of violation of this provision by any sponsor, attendee, or other entity.

13. RELEASE

In consideration of the opportunity to participate in Event, you and the company you represent agree to FOREVER RELEASE, WAIVE, AND HOLD HARMLESS WDMA and/or its members, officers, employees, and agents from any and



all liability, injury, damage, loss, or expense that may arise, directly or indirectly, now or in the future, regardless of whether caused by fault on the part of WDMA, in connection with your attendance at a WDMA-hosted in-person event. You understand this release and waiver is intended to be as broad and inclusive as is permitted by law, and that if any portion of this release and waiver is held invalid, the remainder will continue in full legal force and effect. This release and waiver shall extend to and be binding upon you and your estate, heirs, executors, administrators, and personal representatives.

14. AMENDMENTS/ INTERPRETATION

WDMA reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to Sponsor. Sponsor, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. WDMA reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Sponsor, its employees, agents, contractors, and/or exhibit personnel in the sole interpretation of WDMA shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events of WDMA.

15. ENFORCEMENT/ MISCELLANEOUS

This Contract is governed by District of Columbia law and the Sponsor consents to the exclusive jurisdiction of the State and Federal courts seated in the District of Columbia, with respect to any action arising out of this Contract or WDMA. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law. This Contract will be binding on the Sponsor's heirs, successors and assigns.

16. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE FACILITY, WDMA ADVOCACY SUMMIT, WDMA FRAME ANNUAL CONFERENCE AND/OR WDMA EXECUTIVE LEADERSHIP FORUM, WDMA, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "WDMA PARTIES") BE LIABLE TO THE SPONSOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE SPONSOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY SPONSOR, EVEN IF ANY OF THE WDMA PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SPONSOR AGREES THAT WDMA PARTIES' SOLE AND MAXIMUM LIABILITY TO SPONSOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE SPONSOR FEE. SPONSOR AGREES TO INDEMNIFY AND DEFEND THE WDMA PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE SPONSOR FOR ANY AMOUNT BEYOND THE SPONSOR FEE. FURTHER, SPONSOR AGREES TO PAY ALL ATTORNEYS' FEES AND COSTS INCURRED BY WDMA PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. SPONSOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEYS' FEES AND COSTS.

17. PERSONAL INFORMATION CONSENT

SPONSOR ACKNOWLEDGES THAT PERSONAL INFORMATION OF ITS COMPANY CONTACTS MAY BE USED BY WDMA: (A) TO FULFILL THE PURPOSE AND OBLIGATIONS OF THIS CONTRACT; (B) TO COMMUNICATE OTHER INFORMATION ABOUT WDMA; (C) TO ENGAGE IN OUTREACH TO SOLICIT CORPORATE SUPPORT OF WDMA IN THE FUTURE; AND (D) IN FURTHERANCE OF ANY OTHER PURPOSE OUTLINED IN WDMA'S PRIVACY POLICY.