

Amateur Sports Alliance North America (ASANA)

ASANA Softball World Series Vendors & Exhibitors Rules and Regulations

AGREEMENT. Tournament Vendors & Exhibitors agree to comply with the rules of the ASANA Softball World Series (ASWS) as listed in this form and additional rules deemed necessary for the safe conduct of the ASANA Softball World Series and related activities. Failure to comply may result in denial of entry to ASANA-hosted events and/or jeopardize future participation in the ASANA Softball World Series. Your registration signals agreement and compliance with the aforementioned Rules and Regulations.

AGREEMENT MODIFICATIONS. ASANA reserves the right to make reasonable adjustments to the rules and regulations as needed and with as much advanced notice as possible, in order to manage the ASANA Softball World Series.

BEVERAGES AND FOOD. Tournament Vendors & Exhibitors shall not sell, distribute, or in any way disseminate alcoholic or non-alcoholic beverages. Tournament vendors and exhibitors may not sell food. Tournament vendors and exhibitors may not distribute or hand out samples of prepared food. Tournament Vendors & Exhibitors may pass out pre-packaged sample foods (i.e., water bottles, snack bars, etc.). No food containing cannabis, CBD, or their derivatives is allowed to be handed out or sold at the ASANA Softball World Series.

BOOTH ACCESS. ASANA and its agents shall have access to the aforesaid described space and premises at all times. Booth space cannot be assigned or leased by any organization other than ASANA.

CANCELLATION. The ASANA Softball World Series may be suspended or canceled, for reasons such as, in the event of strikes, threats or acts of terrorism, bioterrorism and war, plague, acts of civil or military unrest, flood, fire, earthquake, severe weather, Covid-19 restrictions and other Acts of God or in the event Tournament location is not available to ASANA during the Event Period. In the event ASANA cancels or terminates all or any portion of the ASWS, Tournament Vendors & Exhibitors shall be obligated to pay for the Tournament Vendors & Exhibitors' space only for the period the space was or could have been used by the Tournament Vendors & Exhibitors. For example, in the event of a mid-event cancellation by ASANA, booth fees will be refunded on a pro-rata basis, calculated by the number of official event hours remaining at the time of cancellation. ASANA including its agents, coordinators, officers, directors and employees are hereby released from any and all claims, liabilities, suits, or damages which Tournament Vendors & Exhibitors may suffer or incur arising out of or in connection with the cancellation or termination of the ASANA Softball World Series, or any portion thereof, and in no event shall ASANA have any liability for Tournament Vendors & Exhibitors's lost profits or consequential damages, even if advised of the possibility of such loss or damages.

CONDUCT & SUBSTANCE USE. Tournament vendors and exhibitors are expected to maintain a professional and respectful presence while operating within their designated space or participating in any ASANA Softball World Series activities. Consumption of alcohol is permitted; however, individuals must remain in control and may not be visibly intoxicated or under the influence while engaging with attendees or representing their business or organization. All individuals are expected to comply with applicable state and federal laws regarding marijuana and other controlled substances. Please note that Grand Sports Complex is a tobacco-free park.

ASANA reserves the right to remove any individual from the premises if behavior becomes disruptive or inappropriate. In such cases, ASANA is not responsible for any resulting loss of sales, liability, or other impacts.

COVID-19 SAFETY. Tournament Vendors & Exhibitors and associates must adhere to all local, state, and federal COVID-19 guidelines. Additional regulations may be implemented by ASANA.

ELECTRICAL SERVICES. Electrical services are available by request and if available. There will be no external power, generators, trailers, vans, or other such mechanical devices allowed without the express written consent of ASANA.

FESTIVAL DISPLAYS. ASANA reserves the right to relocate any exhibit or display where it is in the best interest of the Tournament. ASANA reserves the right to cancel any exhibit or display that is not in the best interest of the Tournament, including displays that are unsafe, violate the code of conduct, promote hate speech, or are not aligned with ASANA's mission.

GOVERNING LAWS. This Agreement shall be governed by the laws, as well as health, sanitation, and fire regulations of the State of South Carolina, Horry County, and the City of Myrtle Beach.

HOURS OF OPERATION. Times may vary by day and will be confirmed once booth locations are finalized. Tournament vendors and exhibitors must remain open and staffed for the entirety of the days and hours they have reserved. Please be aware that foot traffic at the park fluctuates throughout the day due to the tournament game schedule. The most current playing schedules can be found anytime during the Tournament at www.asanaseries.org.

The Tournament will proceed rain or shine. In the event of extreme inclement weather causing suspension or delay of play, updates will be communicated to vendors and exhibitors as soon as possible via official ASANA channels (email, text, or on-site announcements). While every effort will be made to keep vendors informed, ASANA is not responsible for any impact to booth traffic, sales, or operations caused by weather-related interruptions.

LIABILITY. Tournament Vendors & Exhibitors agrees to hold harmless ASANA, its officers, directors, employees, agents, coordinators representatives, successors and assigns (collectively and individually referred to as "Indemnatee") from any and all losses, damages, claims, suits, actions and liabilities of any nature whatsoever incurred or suffered by Indemnatee arising out of or related to any act or omission of the Tournament Vendors & Exhibitors, its employees, officers, directors, and agents, or any condition of the property of the Tournament Vendors & Exhibitor in the possession of or under the control of the Tournament Vendors & Exhibitor and regardless of whether the Indemnatee shall be a contributing cause of the injuries or damage.

LOAD IN & LOAD OUT. There is potential for limited access to the venue for initial booth setup on Tuesday afternoon, available by prior arrangement. All Tournament Vendors & Exhibitors should plan to complete initial setup on Wednesday morning, with daily setup expected each day thereafter. Parking is available at no additional cost for the duration of the event. Please note that vehicles are not permitted on the field complex at any time and must remain in the designated parking lot during load-in and load-out.

PAYMENT. Tournament vendors and exhibitors must provide payment in full at the time of registration. Tournament vendors and exhibitors whose payment has not been received and processed by ASANA before

this date may lose their reservation. Payment for booth space must be received before load-in at the Tournament.

VENDOR ACCEPTANCE & REFUND POLICY

ASANA reserves the right to accept or refuse any vendor application at its sole discretion. In the event an application is declined, any fees paid will be refunded within 5 business days of the final application decision.

SECURITY. Tournament vendors and exhibitors are responsible for the security of their own property at all times. ASANA shall not be held responsible for loss, theft, or damage to any property left on the Tournament grounds at any time. Security will not be provided on the tournament grounds. Vendors are solely responsible for deciding whether to leave any items or equipment overnight, and ASANA assumes no liability for any loss or damage to property left unattended after tournament hours.

SIGNAGE. Tournament vendors and exhibitors may only display their own business signs and banners within the assigned booth space.

SPACE SIZE. Tournament Vendors & Exhibitors booths are generally canopy-covered (if available), 10' by 10' space with two folding chairs and one 6'-8' table. Booth and table sizes above are not guaranteed and may vary year to year.

STORAGE. There will be no storage allowed outside the booth space for any supplies, equipment, or inventory.

SUBLETTING. No subletting of booth space shall be permitted. Tournament vendors and exhibitors may not share booth space. One entity per booth, unless express written consent has been given by ASANA.

VIOLATIONS. Tournament Vendors & Exhibitors acknowledge that a breach of any of the terms of this Agreement may result in the termination of this Agreement and the preclusion of the Tournament Vendors & Exhibitors' participation in the ASANA Softball World Series. In the event this Agreement is terminated as a result of any breach by Tournament Vendors & Exhibitor, Tournament Vendors & Exhibitor shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.

CODE OF CONDUCT. All vendors and their staff are required to read and abide by the ASANA Code of Conduct, available in Appendix A.

APPENDIX A

ASANA CODE OF CONDUCT

Code of Conduct

This Code of Conduct applies to individuals currently serving in an elected, appointed, or contracted position within ASANA, including but not limited to the Board of Directors, Delegates, Officials, Committee Chairs, Vendors, and Host City Committees.

Expected behavior:

- Understand and adhere to ASANA's mission statement and purpose as stated in the bylaws.
- Act with integrity and high ethical standards at all times, recognizing that each ASANA leader is a responsible custodian of the organization's reputation and success.
- Promote inclusivity, respect, and belonging for the LGBTQ+ community at all times.
- Serve as an ambassador to ASANA, especially during interactions with current and potential members on a local and national level.
- Exercise sound judgment, especially during difficult decisions, matters, and interactions.
- Hold self and other leaders accountable to this Code of Conduct, reporting potential violations promptly and appropriately as outlined in the current Grievance Process policy.

Anti-Discrimination and Anti-Harassment Policy

ASANA is committed to providing an atmosphere free of unlawful discrimination or harassment concerning race, color, religion, creed, sex, sexual orientation, gender, gender expression, gender identity, national origin, ancestry, age, stage of sobriety, physical or mental disability, medical condition including pregnancy, veteran status, and marital status including domestic partnership status, or any other protected or personal characteristic protected by law. Unlawful discrimination or harassment is strictly forbidden. These expectations are tied to our Mission Statement and overall beliefs as an organization.

All forms of harassment will not be tolerated and can include unwanted sexual advances or requests for favors, abusive, degrading, harassing, or offensive conduct, whether verbal, physical, in person, or not. It is important to remember that even small, seemingly innocent actions can create a hostile environment that is intolerable to others.

ASANA is compelled to incorporate the traditions and culture of our events to build unity within groups, including the message that it is possible to have fun while staying clean and sober. We are committed to creating a safe environment for all. ASANA expects all leadership to be respectful of anyone who identifies themselves as clean and sober.

Digital & Social Media Policy Personal Activity

ASANA uses digital and social media channels to promote the organization and its mission in an effort to increase participation. It is therefore the expectation that our organization's leadership will behave as positive ambassadors of the organization at all times and not engage in behavior that would reflect negatively on the organization or its participants. Any behavior, whether on ASANA or personal channels, that is contrary to the mission and values of the organization will not be tolerated and may be brought to the Ethics Committee for further review.

- Be polite and respectful, and talk to others online as you would talk to real people in professional situations. This means you should not put down anyone, and you should not post statements that could be viewed as hate speech, malicious, obscene, threatening, or intimidating.

- Treat any and all online posts as if they were completely public. Websites and social media disclosures may remain online indefinitely. Always pause and think before posting. What you post could be used against you or the organization.
- Do not reflect the organization's stance on anything. Clearly and prominently state that the views you express are yours alone and not those of ASANA. Remember, you are ultimately responsible for your actions online.
- We respect everyone's right to express themselves freely; however, as a representative of ASANA, all statements must align with the mission statement and values of the organization.
- Never disclose or post organizational proprietary information, which is defined as any and all confidential and/or proprietary knowledge, data, or information of the organization, its affiliates, parents, and subsidiaries, which has economic value as a result of its remaining confidential.
- Do not create ASANA-branded websites or social media accounts. ASANA has a website and designated channels on Facebook, Twitter, LinkedIn, Instagram, YouTube, and other social media sites. Do not create alternate ASANA-branded pages on these sites (e.g., names like "ASANA Kansas City", "Philly WS ASANA", or by using the ASANA logo), without the ASANA Board's written consent. However, delegates can utilize the ASANA logo kit as intended by the ASANA Board.
- Do not announce organizational news. That's the job of the ASANA Board of Directors. Once the news is announced by ASANA externally, however, please feel free to share that information across your own social networks.

ASANA Accounts & Equipment Acceptable Use

ASANA equipment, accounts, and emails are for ASANA-related use only; do not use any equipment, accounts, or emails for personal use.

- The use of ASANA resources to access, further, or otherwise participate in an activity that is inconsistent with the mission of ASANA is prohibited. This includes, but is not limited to, the following: illegal activity, sexually explicit material, hate speech, violent behavior & bullying, spam, hacking, etc.
- Protect yourself and ASANA. Be aware of cybersecurity in your social media activities. Participating in social media networks, both personal and professional, can put your data and your ASANA-owned equipment at risk.
- Choose your online connections as carefully as your in-person friends. Do not give in to flattery, especially when it comes from online people you haven't met and don't know.
- Do not download and install content (applications, music files, video files, etc.) provided in social media sites on your ASANA-owned equipment. This content often contains malicious code.
- Be cautious when receiving emails from social media sites asking to take action. Do not click on any hyperlink(s); it could be a phishing email. Instead, log in directly to your account and verify the information requested was legitimate.
- Do not use your ASANA username and password to log in to any social media site. Instead, create a unique username and strong passwords for each site.
- Change your passwords at least every 90 calendar days.
- Do not share your usernames and passwords with anyone.
- Do not configure your web browser to remember your password(s). If your computer gets infected or compromised, your credentials could be stolen.
- Ensure the URLs are legitimate because URLs can be spoofed to perform malicious actions.
- Keep your computer, mobile device up to date with the latest patches, upgrades, and software.

Upon departure from your position, which has been granted access to any electronic asset, access will be transitioned per ASANA policy. If any work is remaining to be completed in your position, you are expected to coordinate with the individual who has assumed ownership of your legacy asset(s).