

2023 GCSAA Conference and Trade Show

Terms and Conditions

Submission of booth space application implies agreement to the following terms and conditions contained in this Agreement. Show Management will have the right of interpretation and approval of all matters pertaining to this Agreement and the rules and regulations it contains. Exhibit space is assigned pursuant to this Agreement.

For the purpose of this document, Show Management means the Golf Course Superintendents Association of America (referred to as "GCSAA").

For the purpose of this document, exhibitor means any natural person or corporation, partnership or other domestic or foreign business entity leasing space at the GCSAA Conference and Trade Show (referred to as "CTS").

An exhibitor may lease space from show management under the definite understanding that its product(s) and/or service(s) are deemed by show management to be directly related to golf course management and the golf industry.

EXHIBIT SPACE – BOOTH PAYMENT AND CANCELLATION POLICIES

1.All standard display booths are 10' x 10' (100 square foot minimum). The cost of a display booth in the 2023 GCSAA Conference and Trade Show is \$29.00 per square foot. GCSAA Conference and Trade Show management will accept payments by Visa, MasterCard, Discover, American Express, cash, check, wire transfer or money order. Submit your contract and deposit by the priority point deadline of July 15, 2022 and secure the booth rate of \$28.50 per square foot. In addition, there is a \$200 fee for all corners. Second-story space is \$7 per square foot. It is the responsibility of the exhibitor to notify show management if a second story is incorporated into the booth design. Applicable taxes, if any, shall also be charged. Upon execution of this contract, exhibitor agrees to pay a deposit of 50% of the total cost of the booth space. The balance of the booth space is to be paid no later than Oct. 31, 2022. If an exhibitor fails to make this payment or has a past due indebtedness to GCSAA in excess of 60 days prior to the first day of move-in, then show management may cancel this contract and shall have the rights set out in paragraph 3 (b) below, as if an exhibitor had canceled after Oct. 31, 2022.

If this contract is submitted after Oct. 31, 2022, full payment of booth space is required. No space allocations will be made, nor will this contract be processed, until payment is made for debts and obligations to GCSAA that are in excess of 60 days due and owing prior to the first day of move-in. GCSAA reserves the right to offset any debt 60 days past due with payments received under this contract. In the event such exhibitor fails to submit payment for such past due indebtedness and its proportional payment due and owing pertaining to the space contract, show management reserves the right to prohibit the exhibitor from participating in the 2023 GCSAA Conference and Trade Show.

2.Booth space will be considered canceled by an exhibitor upon the date that written notice of cancellation is received by show management and refunds for canceled space will be given as follows:

- a.** If booth space is canceled before Oct. 31, 2022, show management will retain or collect 50% of the total booth cost.
- b.** If booth space is canceled after Oct. 31, 2022, show management will retain or collect 100% of the total booth cost.
- c.** If the exhibitor on a main aisle downsizes by more than 50% of their original booth request on the exhibit space contract, they will be required to move to a new booth location.
- d.** Exhibitors who request a reduction in the amount of booth space reserved will be assessed a downsizing fee if the exhibitor has already been confirmed to a booth space and has been sent a confirmation letter for the original booth space. Downsizing penalties are 50% of the difference between the original booth amount and downsized booth amount. Any refund due will be processed once downsizing penalties have been paid. Downsizing fees are non-

transferrable. Downsizing requests MUST be in writing and may be emailed to: cts@gcsaa.org. Downsizing fees will be assessed as follows:

1. Downsizing notifications received after booth space application is submitted, but no confirmed booth space - no downsizing fee assessed.

2. Downsizing notifications received after confirming a booth placement and having received a confirmation letter from show management - exhibitors shall pay 50% of the difference between the cost of the two booth spaces reserved/released exhibit space fee.

e. In the event the show is canceled because of reasons beyond the control of show management, space fees or deposits already made will be returned to exhibitors on a pro rata basis, after all related show expenses incurred by show management, through the date of cancellation, have been met and such refund shall be accepted by exhibitor in full settlement of all loss or damage suffered by exhibitor.

f. If by reason of fire, hurricane, disaster or other acts of God, war, terrorism, government regulations, strikes, civil disorder, curtailment of transportation facilities or another cause or condition beyond the control of show management, convention center becomes unavailable or reduces the space available, exhibitor hereby authorizes show management to assign to exhibitor, in lieu of the space described herein, such space, regardless of size or location, in such other building as show management may be able to procure for the holding of such exhibition, regardless of the location thereof. Exhibitor shall use and occupy such substituted space at the same rent and under the same terms and conditions as are set forth in this contract and show management shall not be liable to exhibitor for any loss or damage suffered by exhibitor by reason of such unavoidable postponement and relocation of the exhibition.

3. The marketing/advertising opportunities will be considered canceled by an exhibitor upon the date that written notice of cancellation is received by show management and refunds for canceled opportunities will be 100% of monies received if cancellation is received before Oct. 31, 2022.

4. Show management has the absolute right to cancel the contract if exhibitor fails at any time to comply with any of the terms, provisions or conditions of the contract. Such cancellation shall be without liability on the part of show management, and in the event of cancellation under this paragraph, show management shall retain all payments made by exhibitor for booth space. Show management has the absolute right to cancel the contract if exhibitor becomes insolvent.

EXHIBITOR PERSONNEL BADGES

5. Exhibitor badges are limited to a maximum of four (4) badges per 100 square feet of booth space, up to 280 badges. Any badges requested over your allotment will be charged \$250 each. Exhibitor badge registration will open online winter 2022.

Assignment and distribution of exhibitor badges to exhibit personnel are the responsibility of the exhibiting company. Your cooperation in restricting exhibitor badges to only those persons assisting in booth operations is required. Exhibitor badges are for FULL TIME EXHIBITOR COMPANY EMPLOYEES AND/OR DISTRIBUTORS WORKING EXHIBIT BOOTH ONLY. Show management cannot accurately report true classifications of attendees if badges are not properly applied. The cooperation of all exhibitors to help keep attendance records precise is appreciated.

Onsite exhibitor registration will be available during regular registration hours.

SELECTION AND ASSIGNMENT OF EXHIBIT SPACE

6. Show management will have the right to make all space assignments in accordance with the GCSAA Conference and Trade Show priority point system. Show management reserves the right to shift space assignment after the contract has been signed if it is necessary or refuse space to any company, if necessary, for the overall good of the show. Show management will do everything possible to help exhibitor select their booth location but cannot guarantee that booth space will not be in close proximity to a competitive company.

7. GCSAA Conference and Trade Show priority points determine the order of exhibit space selection in the GCSAA Conference and Trade Show. Please log on to gcsaaconference.com for a full explanation of the GCSAA Conference and Trade Show priority point system and how priority points are earned. The priority point deadline for the 2023 GCSAA Conference and Trade Show is July 15, 2022. Each exhibit space contract (with deposit) received on or before July 15, 2022,

will be allotted space based on the GCSAA Conference and Trade Show priority point system. Exhibitor space contracts received after July 15, 2022, will be assigned on a first-come, first-served basis. Exhibitors who do not hold any priority points within the GCSAA Conference and Trade Show priority point system will be considered in the order of receipt of contract and deposit. New exhibitors are advised to send in their contract and deposit as soon as possible. If exhibitor space contract is received without a deposit, show management will hold the space for the exhibitor for one week. If the deposit on the booth space (or full payment if contract is received after Oct. 31, 2022) is not received by the end of this one-week period, show management is free to release the space.

8. Exhibitors with a booth space footprint equal to or greater than 5,000 square feet will be considered anchor tenants. A minimum of 200 feet of separation is required between anchor tenants. Trade show management reserves the right to reduce the amount of separation between anchor tenants as necessary to meet the needs of the exhibitors and the exhibit hall.

9. All the dimensions and locations shown on the official floor plan are believed, but not warranted, to be accurate. Show management reserves the right to make such modifications as may be necessary to meet the needs of the exhibitors and the exhibit hall.

EXHIBIT INSTALLATION AND DISMANTLING

10.

Move-in schedule

Sunday, Feb. 5, 2023 8 a.m. - 6 p.m..

Monday, Feb. 6, 2023 8 a.m. - 5 p.m..

Tuesday, Feb. 7, 2023 8 a.m. - 6 p.m..

Exhibit must be completed by 6 p.m., Tuesday, Feb. 7, 2023. If an exhibitor fails to occupy the assigned space by this deadline, show management has the right to utilize the area in any way it may decide without relieving the exhibitor of the obligation to pay in full. **Carpet/floor covering installation must be completed by 3 p.m. Tuesday, Feb. 7, 2023, otherwise carpet may be forced. All charges and fees incurred from carpet being forced are the sole responsibility of the exhibitor.**

Trade show dates

(Times and dates subject to change by show management)

Wednesday, Feb. 8, 2023 9 a.m. - 10 a.m. (distributor preview)

Wednesday, Feb. 8, 2023 10 a.m. - 5 p.m.

Thursday, Feb. 9, 2023 10 a.m. - 4 p.m.

Move-out schedule

(Times and dates subject to change by show management)

Thursday, Feb. 9, 2023 4 p.m. - 9 p.m.

Friday, Feb. 10, 2023 8 a.m. - 5 p.m.

Dismantling of exhibits may begin at 4 p.m., Thursday, Feb. 9, 2023. No portion of any exhibit may be removed before this time. All exhibits must be removed from the exhibit hall by 5 p.m., Friday, Feb. 10, 2023.

Freight carriers must be checked into the marshalling yard by 1 p.m. on Friday, Feb. 10, 2023.

STANDARD BOOTH EQUIPMENT PROVIDED

11. Included in the price of each booth (except islands) will be an 8-foot-high draped background with 36" side rails, drapery, and a 7" x 44" company identification sign with company name and booth number. Show site material handling (i.e. drayage; the movement of show materials from shipping dock to booth for show set up and back to dock for return

shipment at end of show) is also included in the exhibitor's space cost and available to all exhibitors displaying at the 2023 GCSAA Conference and Trade Show. **Please note: Additional after show opens fees are at the expense of the exhibitors, as well as all mobile spot fees, forced carpet fees, and any fees above and beyond basic movement of freight and empties from dock to booth and back.** All other furnishings, floor coverings and additional booth requirements will be provided by the exhibitor, at its own expense and responsibility.

Show management will include exhibitor's name, address, phone, personnel contact, web site, product categories and booth number in its official GCSAA Conference and Trade Show directory, if directory listing information is received by stated deadline. Show management will not be responsible for any errors or omissions in either the directory or addendum.

12. General service contractor order forms for booth furnishings, labor and other show services will be included in the exhibitor service kit. You can access the service kit online at gcsaaconference.com starting August 2022.

The GCSAA Conference and Trade Show official general service contractor will maintain an exhibitor service center in the exhibit area during all hours of exhibit installation, all show hours and exhibit dismantling. The official general service contractor is responsible for all arrangements with the decorator and drayage company. Drayage is included in the booth cost and will not be billed to the exhibitor as a separate expense.

13. The use of specialized equipment (i.e. forklifts), required in connection with installing or assembling, booth work, spotting and/or rigging will be available and charged in addition to the exhibitor at hourly rates by the official general service contractor.

14. Any questions regarding rules and regulations of the GCSAA Conference and Trade Show exhibit policies should be directed to show management.

DRAYAGE AND SHIPPING INSTRUCTIONS

15. The exhibitor service kit will contain information on where to ship all goods and display materials being shipped by public carrier.

16. All correspondence regarding material handling services (i.e. drayage; the movement of show materials from shipping dock to booth for show set up and back to dock for return shipment at end of show) should be directed to the general service contractor, with a copy to show management.

The official general service contractor will receive all shipments up to 30 days in advance, not including Saturdays, Sundays or holidays, will deliver them to the booths for installation, will remove empty crates from the exhibit area before show time and return same to exhibit booths upon the close of the show. Shipments sent directly to the show site will not be billed for material handling. Information on charges for shipments sent to the warehouse will be included in the exhibitor service kit. Empty crates must be stored in a location that is acceptable to the official general service contractor and will not be permitted to remain in the exhibition area and building during the course of the show. GCSAA is not responsible for any fees and/or surcharges incurred by exhibitor for off target move-in. Additional off target or after show opens fees are at the expense of the exhibitors, as well as all mobile spot fees, forced carpet fees, and any fees above and beyond basic movement of freight and empties from dock to booth and back

SPACE REGULATIONS

17. Exhibitor agrees to exhibit only at the conference site covered by this contract. Exhibitor likewise agrees that exhibits are only allowed within the convention hall and no outside demonstrations, advertising, sponsorships and promotional activities, meetings, seminars, educational sessions, product exhibits, displays, or group product discussions may be conducted anywhere, including participation in non-sanctioned CTS events, without the express written consent of show management. The adherence to this provision continues from the beginning of the GCSAA Golf Championships through the conclusion of all CTS-related events.

18. The distribution of magazines, newspapers, promotional materials and other literature outside exhibitor's assigned exhibit space and at official GCSAA Conference and Trade Show hotels is prohibited without express written consent of show management.

19. No exhibitor shall reassign, sublet or share the whole or any part of the exhibit space allotted to the contracting firm without the express written consent of show management. If show management is provided written documentation by a parent company showing ownership of another company, the parent and subsidiary may occupy the same exhibit space.

20. All exhibits must conform to the International Association of Expositions and Events (IAEE) display guidelines adopted by show management and contained in the exhibitor service kit and online at gcsaaconference.com. Partitions separating neighboring exhibits must remain intact.

21. Exhibitors cannot sell, rent, or lease exhibit space, demonstration space, allow signs or placards, tee markers or other commercial or product identification at the GCSAA tournament courses, tournament course surrounding property, or tournament hotel without the express written permission of show management. GCSAA maintains sole proprietary sponsorship of the GCSAA Golf Championships.

22. Exhibitors will take every reasonable precaution to minimize the noise of operating exhibits. In the event that any other exhibitor objects or protests to the noise level, show management shall reserve the right to require the exhibitor to cease operation of the exhibit or take measures to reduce the noise to a level under 85 decibels. Exhibitors are prohibited from using objectionable amplifying or special lighting equipment. In all cases, show management shall have the absolute right to require exhibitor, at exhibitor's expense, to change, alter, modify or remove all or part of its exhibit or display booth. Grounds for such action shall include but not be limited to:

- a.** Lack of aesthetic uniformity or harmony with other display booths at the GCSAA Conference and Trade Show.
- b.** Non-compliance with express restrictions on the dimensions of the display booth or any part thereof contained in the exhibit space contract.
- c.** Objectionable noises or odors emanating from the display booth.
- d.** Obstruction of aisles or of other display booths.
- e.** Objectionable clothing or attire worn by exhibitor's personnel, its agents or models. Attire not normally worn in a business office is specifically prohibited, unless exempted in writing from show management because of a costume's significance to a firm's product or service.
- f.** Distribution of materials that may be considered offensive or not in good taste.

23. Show management reserves the right to stop any product demonstration on the show floor which is determined by show management to be a hazard or not consistent with the rules and regulations of show management exhibit policies or disrupt the show. Examples: grinding machines without proper safety shields, dangerous use of log splitters or hydraulic equipment (lifts) or any other mechanism that show management deems a hazard or is otherwise inconsistent with the safety of the show. It is the exhibitor's responsibility to operate in accordance with all applicable federal and state rules and regulations.

24. Exhibitors are encouraged to advertise product discounts in the exhibit area.

25. The use of helium balloons in exhibit design and/or promotional activities is strictly prohibited without authorization from show management in writing 60 days prior to the show. In the event a helium balloon is released, all associated charges to retrieve the helium balloon will be borne by the exhibitor.

26. The use of gambling or gambling equipment in exhibit design and/or promotional activities is strictly prohibited. This includes the use of slot machines, roulette wheels, card and dice games, etc. The determination of whether any device or activity violates this prohibition will be made at show management's sole discretion.

27. Show management reserves the right to deny consent for any exhibit, performance or event presented at the GCSAA Conference and Trade Show that is photographed, videotaped, broadcast, or recorded for personal or commercial use, sale or distribution of any kind. Photography, video production and/or graphic reproduction of other exhibitors' booths and products displayed therein is strictly prohibited. No videotaping equipment of any kind is allowed in exhibit areas except by

persons authorized as media by show management. If found in violation of this section, exhibitor agrees to surrender recording media immediately at the request of show management.

28. No food or beverage will be permitted into the convention center by an exhibitor, installation, company, or any other entities hired by exhibiting company without prior written authorization by show management and convention center management. Exhibiting companies are not permitted to serve alcoholic beverages. Exhibiting companies who are manufacturers or distributors of alcoholic beverages may offer sampling in their designated booth spaces, but need approval from show management and make all necessary arrangements (including permits, licenses, etc.) through convention center management. These companies must provide a liquor liability certificate in an amount not less than \$1 million (\$1,000,000) naming GCSAA and the convention center as additional insureds. The serving of all other food and beverages in display booth is the responsibility of the exhibitor, and arrangements must be made through convention center management. No products may be sampled or given away outside of the exhibit hall or inside any meeting rooms of the convention center. Additional information and forms are available in the exhibitor service kit.

29. Bridging of aisles or end-capping of booth is prohibited.

30. The overall length of the booth configuration must not exceed 50%, or a 2-to-1 ratio, of the overall width of the booth on main aisle frontage.

31. Visitors to the booth must be contained within perimeters of same. No overflow into the aisles will be permitted as fire regulations indicate all aisles must be free for egress in the event of an emergency.

32. All activities, drawings and/or giveaways must be approved in writing 30 days in advance by show management.

33. Exhibitor represents and warrants that its exhibit and product/service information shall comply with the Americans with Disabilities Act, its regulations and guidelines (collectively "ADA").

34. All vendors must conduct themselves and their activities in a manner consistent with the guidelines expressed by the Equal Employment Opportunity Commission Title VII of the Civil Rights Act of 1964, which prohibits discrimination against any employer applicant for employment because of an individual's race, color, national origin, religion, sex, age, disability, genetic information, and retaliation for reporting, participating in, and/or opposing a discriminatory practice.

35. Exhibitor acknowledges and agrees that it shall be solely responsible for obtaining any licenses, permits, etc., which may be required for it to broadcast, perform, or display any copyrighted materials including, but not limited to, music, video, and software. Exhibitor shall indemnify, defend and hold harmless GCSAA, its directors, officers, agents, and representatives from and against any and all claims and expenses, including attorney's fees and costs, arising out of or related to exhibitor's breach of this provision. The terms of this provision shall survive the termination or expiration of this Contract.

36. Exhibitors are prohibited from using live animals in their exhibits without prior approval of show management.

37. Violations of any of the above-mentioned rules can result in the cancellation of the exhibit space contract and removal of the exhibit from the show without refund or liability to show management.

EXHIBIT DESIGN REGULATIONS

38. Exhibitors are required to furnish their entire exhibit space with carpeting or floor covering. Forced carpet rules apply as outlined in section (10) of these terms and conditions concerning surcharges and fees. ***All charges and fees incurred from carpet being forced are the sole responsibility of the exhibitor.***

39. Any multi-level areas, regardless of square footage of area to be covered, within an exhibit or a multi-level display must submit blueprints/plans by Dec. 2, 2022, for review. Plans for multi-level exhibits will be reviewed by show management, the convention center and the local fire marshal. Pricing rules apply as mentioned in section (1) of this contract. Exhibitors with multi-level designs must comply with the following:

- a.** Submit drawings/plans of scaled, sealed, signed, and dated plans by a registered architect or engineer to cts@gcsaa.org.
- b.** Plans must be submitted by Dec. 2, 2022, even if the exhibitor has used and received approval for the same display in previous GCSAA Conference and Trade Shows.
- c.** The plans must be scaled, sealed, signed and dated by a registered architect or engineer.
- d.** The plans must include the GCSAA Conference and Trade Show's name and date.
- e.** The plans must include the exhibitor's name and assigned booth number.
- f.** The plans must indicate maximum exhibit height within the booth.

Island and split island booths more than 400 square feet are allowed to have multi-level booths only with approval from show management.

40. Exhibitor's display booth(s) shall conform to the following specifications:

- a.** Maximum height of display booth at the back wall, including all forms of lighting, signage and/or header shall be:
 - i. Linear (standard) booth 8 feet
 - ii. Perimeter wall booth 12 feet
 - iii. Split island booth (400 sq ft) 16 feet
 - iv. Island booth no restrictions (for booth structure not including hanging/rigged signs)

*if you have any questions about your booth type, please contact show management

- b.** For standard linear booth, any sidewall extending five feet from the back wall of the display booth must not exceed eight feet in height, and the remaining five feet sidewall or divider extending out to the aisle between display booths must not exceed four feet in height. No exhibit booth shall be allowed to obstruct clear vision to other booths in the same line or adjacent lines, unless it is an island display having four sides.
- c.** For perimeter booth, any sidewall extending five feet from the back wall of the display booth must not exceed 12 feet in height, and the remaining five feet sidewall or divider extending out to the aisle between display booths must not exceed four feet in height. No exhibit booth shall be allowed to obstruct clear vision to other booths in the same line unless it is an island display having four sides.
- d.** Split Island booths require a minimum of two booths back-to-back with an aisle on three sides. The back wall must span the length of the side separating the two booths. Height restrictions are 16 feet.
- e.** Pop-up tents are not allowed as part of booth display.
- f.** Wing banners are allowed following the height limitations on booth display. Wing banners will be taken down should they be in violation of height restrictions.
- g.** Banners, decorative signs, etc., rigged from the ceiling are only allowed for island booths 400 square feet or more.

Hanging signs and graphics are allowed in split island and island booths 400 square feet or larger only. The maximum height is 25 feet (7.62m) from the top of the sign to the floor. Hanging signs and graphics should be set back 10ft (3.05m) from adjacent booths and be directly over contracted space only.

Signs that are supported from below (not hanging) must comply with all ordinary use-of-space requirements, with the highest point of any supported sign not exceeding the maximum allowable height for the booth type: split island booths 16 feet (6.096m) and island booths 25 feet (7.62m).

41. It is the exhibitor's responsibility to ensure proper exhibit booth construction. Drapes, signs, banners, acoustical materials, cotton, paper, hay, straw, moss, split bamboo, and plastic cloth shall be flame retardant or fabricated of inherently fireproof materials. Note: a flame test may be performed when deemed appropriate by the local fire marshal or other such government agency.

Also, all flowers and trees must be live plants. No flammable fluids or substances may be used or shown in booths. All packing materials such as excelsior, cardboard cartons, etc., must be removed from the booth prior to the opening of the show. No materials may be stored in the area behind the booth.

42. Operation of gasoline-powered vehicles will be permitted during move-in and move-out periods. However, all fueling of vehicles must be accomplished outside the exhibit hall. If the conference site city has a contrary fire code or the convention center dictates otherwise, the exhibitor agrees to comply with those regulations regarding gasoline-operated vehicles/equipment.

Gasoline-operated vehicles/equipment on display must have one (1) gallon or less fuel in tanks. Fuel tank caps must be locked or taped and battery cables must be disconnected and taped. Fuel is to be dispensed or removed with approved safety equipment. No LP tanks, empty or filled, are authorized to be stored in the building. No gasoline or other type of fuel-operated motor may be demonstrated inside the exhibit hall during the show.

43. Any event involving movement of a vehicle using fuel as a propellant or use of electrical systems to demonstrate moving parts is prohibited without written approval of the fire department. Show management will solely determine whether any of the articles or things are objectionable, and the decision of show management is final.

44. Written authorization by first, the convention center general manager, and the fire prevention division shall be required for the display and operation of any electrical, or mechanical devices which may be deemed hazardous by the fire prevention division and the use or storage of flammable liquids, or compressed gases.

45. Hazardous chemicals and materials, including pesticides, fungicides, insecticides, caustics, corrosives, oxidizers, flammables, poisons, and toxins are prohibited inside the building.

46. All electrical equipment must be U.L. (Underwriter Laboratories) approved. Installation of all such equipment is to be under supervision of the convention center building services.

47. Banners, decorative signs, etc., rigged from the ceiling must be approved a minimum of 30 days prior to installation by the decorator. Rigged signs are only allowed for island booths of 400 square feet or more. Method of installation, location, and material used are subject to approval by the general manager, assistant general manager, operations or director of building services.

48. All fountains must be waterproof and shall be tested prior to installation.

49. All plumbing must be approved by show management. Drawings/plans for plumbing must be submitted to show management by Dec. 2, 2022.

50. No "stick-on" decals and similar promotional items may be distributed or applied in the building.

51. Show management will have sole control over all admissions of persons.

CARE OF BUILDINGS AND EQUIPMENT

52. Exhibitors are solely responsible for any damage to the convention center. Nothing may be affixed to any wall, ceiling or floor without express written permission from the convention center. Any damage to floors caused by leaking equipment will be the sole responsibility of the exhibitor. Skids must be used on all pieces of heavy equipment not on wheels. Bolts, fasteners or other projects on skids must be counter-sunk to avoid damage to the floor.

SECURITY SERVICE

53. Show management will provide security during published set-up and dismantling hours, show hours and all hours that the show is closed during the show days. However, each exhibitor will be responsible for its exhibit at all times. Show management, the convention center and the official general service contractor shall not be liable for any loss, damage or displacement of an exhibitor's property due to any cause.

EXHIBITOR HOSPITALITY SUITES/ACTIVITIES

54. Exhibitors planning hospitality suites or outside activities of any kind, either prior to, during or subsequent to this show, must provide show management with a written schedule of such activities. Exhibitors, upon signing this contract, expressly agree that such activities will not conflict with show hours or any official event scheduled by GCSAA for the GCSAA Conference and Trade Show. Failure to comply with this could result in cancellation and removal of an exhibit without refund or liability to show management.

LIABILITY

55. The exhibitor agrees to make no claim against GCSAA, its members, any related companies, its agents or employees, or against the Convention Center, its agents or employees for any injury to any exhibitor, its employees, agents or property or for any loss by fire, water, theft, damage, delay, mechanical failure, labor trouble or any cause whatsoever while exhibitors and merchandise are in transit, or within the exhibit hall, nor for any damage to its business, for failure to provide space in the exhibit hall, nor for any action of GCSAA, its members, or agents for failure to hold the show as scheduled. GCSAA reserves the right to restrict, close and remove exhibits because of noise, method of operation, uncooperative personnel, and discord in advertising or for any other reason as determined by GCSAA.

The exhibitor further agrees to indemnify, defend, and hold the GCSAA harmless from any liability resulting from the acts of omissions of the exhibitor, its agents, or employees

RULES AND REGULATIONS FOR EXHIBITOR APPOINTED CONTRACTORS (EAC)

56. Exhibitor may designate their own contractor for the physical set-up and dismantling of their display which must be consistent with local and state labor laws. All other show services, including advance carpet installation, must be provided by the official service contractor. Exhibitor must notify show management of its intention to use exhibitor appointed contractors (EAC) through the online form at gcsaaconference.com no later than Jan. 6, 2023. All EAC must comply with the following rules and regulations:

- a.** The EAC must have all licenses, permits and/or bondings required by federal, state, county or municipal governments and the exposition hall management prior to commencing work, and shall provide show management with evidence of such compliance.
- b.** The EAC is required to submit certificates of insurance for worker's compensation insurance, general liability insurance and automobile liability insurance covering dates of occupancy, including move-in/out, naming Orange County Convention Center as additional insured. Comprehensive general liability insurance must provide \$1,000,000 dollars combined single limits, bodily injury and property damage liability. Umbrella liability is acceptable to meet above minimum requirements. Proof of insurance coverage must be submitted to show management by Jan. 6, 2023.
- c.** The EAC agrees that it will indemnify and hold harmless GCSAA Conference and Trade Show management and Freeman from any action on account of injury or damage to persons or property caused by an act of omission, negligence or misconduct on the part of the non-official contractor or any of its agents, servants, employees or contractors.
- d.** The EAC shall be given the right to provide services requested of them by an exhibitor in the setup and dismantling of exhibits on the show floor, and they shall have the right to utilize qualified employees who shall be listed by name in advance. Only those employees on the list submitted to show management will be permitted access to the show floor.
- e.** These services shall not conflict with existing labor regulations or contracts, and in fulfilling their obligations, the EAC shall adhere to the regulations set up by exhibit hall and show management regarding entrance.
- f.** The EAC will provide adequate notice to show management of the exhibitors who have retained their services, and the services to be performed for each.
- g.** EAC MAY NOT solicit business on the show floor. All EAC personnel, including all laborers employed by EAC, must confine all activities to the booth(s) of their client(s) and may not enter the display area of a non-client for any purpose.
- h.** Notice from the independent contractors shall be considered sufficient evidence of the relationship between them and their client. Exhibitor must verify authorization for installation and dismantling by filling out the EAC authorization and badge form by Jan. 6, 2023. Wristbands will identify personnel for set up and dismantling and can be picked up on the dock of the convention center.

REMOVAL OF EXHIBITS

57. Show management reserves the right without notice and with no liability whatsoever for damage or loss, for inconvenience, or business interference, to close down, dismantle, dispose of, store or clear away from the premises, or to order such work to be done at the expense of the exhibitor, any exhibit display material, goods, property or merchandise of any exhibitor who fails to comply with any of the official terms and conditions of show as set forth herein. Should any exhibitor fail to dismantle its display and remove its products and/or services within the terms of show management lease with the convention center, show management may authorize the official general service contractor to remove said display products and/or services, at exhibitor's expense, without liability on the part of show management, the convention center, or the official general service contractor.

SPECIAL REGULATION

58. GCSAA is granted exempt status by the Internal Revenue Service because of the nature of their activities. In order that our annual GCSAA Conference and Trade Show may be conducted within the rules and regulations stipulated by the IRS, it is imperative that each exhibitor understands and agrees to the following:

- a.** That the main purpose of the show is the promotion and stimulation of interest in, and demand for, the golf course and facility management industry's products and services in general and is conducted in a manner reasonably calculated to achieve that purpose.
- b.** That the show is presented as a service to the golf course and facility management industry and for the information and education of members and visitors through contact with exhibit personnel and products.
- c.** The show is limited to those persons, firms, and corporations that have contracted and paid for exhibit space in the exposition facility. No other persons, firms or corporations will be permitted to demonstrate products, solicit orders or distribute advertising matter on the floor of or in exposition facility. Any person violating this rule will be promptly ejected from the convention center.

CONTRACT TERMS

59. This contract contains the entire agreement between the parties and for all purposes shall be deemed to have been executed under and subject to and constructed in accordance with the laws of the State of Kansas. GCSAA reserves the right to make any reasonable changes in the rules necessary to insure the health and safety of those in attendance, the Exhibitors, the significance of the Show, and the harmony of operation. Exhibitors shall be advised of any such changes by written bulletin, and such changes shall be binding. If there is any conflict between this Contract and any subsequent rule changes made by written bulletin, the written bulletin shall control. The terms of this contract may not otherwise be changed or modified unless agreed to in writing and signed by both parties. Further, the descriptive headings of this contract are inserted for convenience of reference only and do not constitute a part of and shall not be utilized in interpreting this contract.

60. All notice and other communications required to be given under this contract shall be in writing and shall be addressed to the addressees on the signature page of this contract or to such other address as either party hereto shall be designated to the other in writing. Notices are effective upon receipt by the receiving party.

61. Failure of either party to insist upon the strict and prompt performance of any of the terms, covenants, agreements and conditions upon the other party here in imposed shall not constitute or be construed as a waiver or relinquishment of such party's right here after to enforce any such terms, covenants, agreements or conditions, but such right shall continue in full force and effect.

62. This contract shall not constitute the exhibitor as an agent or employee of GCSAA. The exhibitor shall not have any right to bind the GCSAA or to transact any business or make any promises or representations on behalf of the GCSAA, except as here in expressly provided. Neither this contract nor the relations between the parties here to shall constitute a partnership or a joint venture between the GCSAA and the exhibitor.

63. If any provision of this contract is held to be illegal, invalid or unenforceable under present or future laws effective during the terms of this contract, such provision shall be fully severable; this contract shall be construed and enforced as if such

illegal, invalid or unenforceable provision had never comprised a part of this contract; and the remaining provisions of this contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provisions or by its severance from this contract. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, and enforceable.

64. The following charges are the sole and direct responsibility of exhibitor, and GCSAA will incur no responsibility or liability with respect to them:

- a.** Any expenses incurred by exhibitor as a result of any partial or total evacuation of the convention center which is beyond the control of show management.
- b.** Any expenses incurred by exhibitor in order to comply with any federal, state or local government regulations and taxes.
- c.** Any expenses incurred by exhibitor in order to comply with any regulations imposed by the convention center.
- d.** Any expenses incurred by exhibitor due to strike or labor dispute beyond the control of show management, its agents, or the convention center.
- e.** Exhibitor shall be liable to GCSAA for any and all expenses incurred by GCSAA including attorney's fees and court costs, in exercising and/or enforcing any of its rights under this contract, or incurred by GCSAA as a result of exhibitor's violation or failure to comply with all the terms of this contract.

65. Exhibitor is required to provide show management a certificate of commercial general liability insurance by Jan. 6, 2023. The certificate must be issued from an insurance company in good standing with minimum policy limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, insuring against all claims, suits and demands for personal injury or property damage occurring in or on the exhibitor's booth or island space or caused by any act or omission of the exhibitor, its agents, servants or employees. GCSAA and the convention center shall be named as additional insureds. This insurance must be in force during the lease dates of the event, February 4-10, 2023. If show management does not receive the required insurance certificate by Jan. 6, 2023, show management will procure an insurance policy on exhibitor's behalf, which must be paid prior to move-in or exhibitor effectively cancels their booth space and show management will retain or collect 100% of the total booth cost.