



Expo! Expo! Onsite Exhibition:
Tuesday, 17 December 2024
Wednesday, 18 December 2024
Los Angeles Convention Center
Los Angeles, California, USA
Note: dates subject to change

Expo! Expo! IAEE's Annual Meeting & Exhibition 2024 – Exhibit Space Application & Contract

AUTHORIZED REPRESENTATIVE:

Name: _____ Title: _____

Phone: _____ Email: _____

PRIMARY CONTACT 1: *(if different from Authorized Representative):*

Name: _____ Title: _____

Phone: _____ Email: _____

IAEE uses the data we collect to process memberships; verify, provide, and process member benefits; perform analytics on individual trends within the industry; to inform individuals of events, products or news that may be of interest to them.

IAEE shares data with 3rd party vendors to verify member benefits; process registrations and other individual requests; inform individuals of their products or services which may be of interest to them; perform analytics on behalf of IAEE.

I agree and accept these terms. Authorized by: _____

SECTION 1: Company Contact Information

Legal Company Name: _____

Address: _____

City: _____ State/Province: _____ Zip/Postal Code: _____ Country: _____

Phone: _____ Website: _____

SECTION 2: Products & Services Listings for Website – Indicate no more than 5 products/services your company provides.

- | | | |
|--|--|--|
| <input type="checkbox"/> AV Equipment, Rentals, Production | <input type="checkbox"/> Facility - Public Expos | <input type="checkbox"/> Message Systems |
| <input type="checkbox"/> Advertising, Promotional Services | <input type="checkbox"/> Facility - World Trade Centers | <input type="checkbox"/> Mobile Apps |
| <input type="checkbox"/> Airlines | <input type="checkbox"/> First Aid, Medical Services | <input type="checkbox"/> Personnel (Temporary Event and Labor Staffing) |
| <input type="checkbox"/> Beacon Technology | <input type="checkbox"/> Floor Managers | <input type="checkbox"/> Photography |
| <input type="checkbox"/> Business Services - Auditing, Financial, Accounting | <input type="checkbox"/> Flooring/Carpeting | <input type="checkbox"/> Premiums, Promotions |
| <input type="checkbox"/> Catering Services | <input type="checkbox"/> Florists, Plant Rental | <input type="checkbox"/> Product Locators, Message Centers |
| <input type="checkbox"/> Charging Kiosks | <input type="checkbox"/> Freight - Air | <input type="checkbox"/> Publications, Dailies |
| <input type="checkbox"/> Cleaning, Janitorial Services | <input type="checkbox"/> Freight - Common Carrier | <input type="checkbox"/> Registration Services, Badging Systems, RFID |
| <input type="checkbox"/> Communication Equipment | <input type="checkbox"/> Freight - Van Line | <input type="checkbox"/> Registration Supplies |
| <input type="checkbox"/> Computer Rentals | <input type="checkbox"/> Furniture Rental, Booth Furnishings | <input type="checkbox"/> Security Services |
| <input type="checkbox"/> Consulting Services | <input type="checkbox"/> Graphics, Printing | <input type="checkbox"/> Service Contractors - General |
| <input type="checkbox"/> Convention & Visitors Bureaus | <input type="checkbox"/> Health and Safety | <input type="checkbox"/> Service Contractors - Installation & Dismantle |
| <input type="checkbox"/> Customs Brokers | <input type="checkbox"/> Hostesses, Modeling, Entertainment, Talent Services | <input type="checkbox"/> Show Management |
| <input type="checkbox"/> Destination Management | <input type="checkbox"/> Hotel - Exhibit Space greater than 30,000 nsf | <input type="checkbox"/> Signage |
| <input type="checkbox"/> Direct Mail | <input type="checkbox"/> Hotel - Exhibit Space less than 30,000 nsf | <input type="checkbox"/> Social Media |
| <input type="checkbox"/> Education, Training, Speakers, Speaker Bureaus | <input type="checkbox"/> Housing, Travel Services | <input type="checkbox"/> Special Events, Tour Operations |
| <input type="checkbox"/> Electrical Contractors | <input type="checkbox"/> Insurance | <input type="checkbox"/> Sponsorships |
| <input type="checkbox"/> Event Management Software - Floor Plan Management & Marketing | <input type="checkbox"/> International Exhibitor Services | <input type="checkbox"/> Surveys, Audience Response Systems |
| <input type="checkbox"/> Event Management Software - Itinerary Builders, Matchmaking, Wayfinders, Virtual Reality Experience | <input type="checkbox"/> Internet, Web Services, Webcasting, System Design, Software | <input type="checkbox"/> Telecommunications |
| <input type="checkbox"/> Executive Recruitment Services | <input type="checkbox"/> Lead Retrieval, Management Systems | <input type="checkbox"/> Traffic Builders |
| <input type="checkbox"/> Exhibit Designers, Builders | <input type="checkbox"/> Legal Services | <input type="checkbox"/> Translation Services |
| <input type="checkbox"/> Experiential Design | <input type="checkbox"/> Literature Displays, Kiosks | <input type="checkbox"/> Transportation, Shuttle Services |
| <input type="checkbox"/> Facility - Arenas, Auditoriums, Stadiums | <input type="checkbox"/> Luggage Services | <input type="checkbox"/> U.S. Government Export Services |
| <input type="checkbox"/> Facility - Convention Centers | <input type="checkbox"/> Marketing Services, Research | <input type="checkbox"/> Universities & Colleges |
| <input type="checkbox"/> Facility - Fairgrounds | <input type="checkbox"/> MATSO | <input type="checkbox"/> Video Production |
| | | <input type="checkbox"/> Virtual & Hybrid Events, Experiential Marketing |

SECTION 3: Exhibit Space Features, Fees & Additional Listing Opportunities

EXHIBIT SPACE INCLUDES:

- **Standard online listing on Expo! Expo! website:**
company name, address and URL
250-character description
listing in 5 categories
social media links
- **Standard listing on mobile show app**
- **8' tall back drape & 3' tall side drape**
- **7" x 44" booth identification sign & (1) waste basket**
- **Standard booth cleaning**
- **Complimentary lunch & dessert** served in exhibit hall on Wednesday.
- **3 Booth Staff Badges** for every 100 sq.ft. of booth space. Badges provide access to show floor, show floor learning theaters, opening reception, lunch on the show floor, general session, chapter receptions, and closing lunch. Additional badges may be purchased for \$200 each; number of badges that can be purchased are limited to the same number included complimentary with the booth.)
- Online digital booth listing which includes **contact information, company URL, description, and category selections.** (Standard listing has max 250-character description and up to five categories – upgraded listings are available; see options listed below.)

Pricing for IAEE Expo! Expo! 2024

2024	MEMBER RATES					NON-MEMBER	ADD
	DISCOUNT		REGULAR		LATE	ONE RATE	For each exposed CORNER
	Thru 2 February 2024		3 February 2024 - 30 August 2024		31 August 2024 and after	All Dates	
	Space ONLY	PLUS Full Meeting Rate	Space ONLY	PLUS Full Meeting Rate	Space ONLY		
Per square foot	\$41/sq. ft.	\$48/sq. ft. (adds \$7/sf for full mtg passes)	\$43/sq. ft.	\$50/sq. ft. (adds \$7/sf for full mtg passes)	\$45/sq. ft.	\$57/sq. ft.	\$300 each
Per 100 sq. ft. (10x10 booth)	\$4,100	\$4,800 includes 1 FM pass per 10x10 (save \$69)	\$4,300	\$5,000 includes 1 FM pass per 10x10 (save \$69)	\$4,500	\$5,700	\$300 each

ONLINE FLOOR PLAN LISTING UPGRADE OPTIONS

SILVER	GOLD	PLATINUM	DIAMOND
company logo enhanced listing badge on booth 500 - character description 7 - product categories 1 - product listing 1 - show special 1 - press release	company logo enhanced listing badge on booth 800 - character description 10 - product categories 1 - document upload 1 - product listing 1 - show special 2 - press releases 1 - video	company logo enhanced listing badge on booth 1,100 - character description 2 - documents upload 1 - highlighted listing 4 - press releases 12 - product categories 3 - product listings 3 - show specials 2 - videos	company logo enhanced listing badge on booth 1500 - character description 1 - directory profile header image 3 - documents upload 1 - highlighted listing 1 - premium position 10 - press releases 15 - product categories 10 - product listings 10 - show specials 4 - videos
Regular Pricing \$795	Regular Pricing \$995	Regular Pricing \$1195	Regular Pricing \$1,395
*SPECIAL \$595	*SPECIAL \$795	*SPECIAL \$995	*SPECIAL \$1,195

ORDER SUMMARY

Total Sq. Ftg.	
Exhibit Rate	
Exhibit Space \$	
Corner Fee(s)	
Upgrade \$	
Other	
ORDER TOTAL	

*To receive SPECIAL pricing, an upgrade must be purchased at the same time as exhibit space.

SECTION 4: PAYMENT

A deposit of 50% of the total is due at the time the Contract is submitted; the deposit holds the space in Exhibitor's name until the full payment is due. **The remaining balance is due on or before 1 August 2024.** Contracts submitted on or after 2 August 2024 must be accompanied by 100% payment. In order to qualify for and retain the original reserved rate for exhibit space, full payment for the space must be remitted by the posted deadline. (See #7 in Terms and Conditions for details surrounding payment requirements.) **IMPORTANT NOTE: The space reservation is not secured until full payment is remitted, and this Exhibit Space Application & Contract is accepted by IAEE.**

___ CHECK Enclosed – Check Number _____ in the amount of \$ _____ payable to IAEE.

___ CHARGE \$ _____ to the following credit card: ___ MasterCard ___ VISA ___ American Express ___ Discover

Card # _____ Expiration Date _____

Name on Card: _____ Signature _____

Onsite Contract Acceptance and Authorization

The exhibiting company does hereby apply for the reservation of space at Expo! Expo! 2024 in Los Angeles, California, USA. IAEE agrees to review your Application and Contract and assign your company exhibit space (if available) consistent with show eligibility requirements, policies, and at the discretion of IAEE. Cancellations, in whole or in part, must be made in writing, and are subject to cancellation fees outlined in the **Terms and Conditions Governing Expo! Expo! 2024**. Contract Acceptance: This Application and Contract shall become effective when it has been submitted by the exhibiting company in the manner described in this section and accepted by a duly authorized representative of IAEE. To submit this Contract to IAEE, the exhibiting company must check the **"I agree and accept these terms"** box below, which will be sent with a time/date stamp and sender's IP address.

By the name listed below, the individual represents and warrants that he/she is duly authorized to execute this binding Contract on behalf of the exhibiting company. By checking the **"I agree and accept these terms"** box, the exhibiting company agrees to be bound by the **Terms and Conditions Governing Expo! Expo! 2024** in Los Angeles, California, USA on 17 & 18 December 2024, the online Exhibitor Services Kit and/or any other rules issued prior to the Exhibition by IAEE. This Application and Contract will then constitute a binding offer, which IAEE may accept by online submission, or email. The exhibiting company agrees that upon acceptance of this Application and Contract by IAEE, with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application and Contract shall become legally binding, enforceable against the exhibiting company in accordance with its terms.

I agree and accept these terms. Authorized by: _____

Onsite Terms and Conditions Governing Expo! Expo! 2024

- 1. Defined Terms:** The term "Exhibition" refers to the trade show component of Expo! Expo!, currently scheduled to be held in Los Angeles, California, USA on 17 and 18 December 2024 at Los Angeles Convention Center. The Exhibition is sponsored by the International Association of Exhibitions & Events™ (IAEE), its officers, directors, agents, affiliates, representatives, employees, or assigns, unless the context requires otherwise. The term "Exhibitor" means the company or person or any of its officers, directors, shareholders, employees, contractors, agents, or representatives that applied for exhibit space rental and agreed to enter into this Contract.
- 2. Contract Acceptance:** This Contract shall become effective when it has been submitted by the exhibiting company in the manner described in the "Contract Acceptance and Authorization" section and accepted by a duly authorized representative of IAEE.
- 3. Qualification of Exhibitors:** IAEE reserves the right to determine eligibility of exhibitor for inclusion in the Exhibition prior to, or after, execution of the Agreement. Products and services displayed must be exhibition industry related; and that are intended for and generally used in a manner that conform to State, Federal, or other applicable laws or regulations. No other products can be displayed. No exhibitor shall display any product or display or distribute advertisements for a product which infringes upon the registered trademark, copyright, or patent of another company, as has been determined by a court of competent jurisdiction. Product comparisons using product or written materials of companies other than the contracted exhibitor are prohibited. IAEE, in its sole judgment, will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products which are in violation of these Exhibition Rules or do not meet the Exhibition's objectives.
- 4. Space Assignment and Attendees:** IAEE will attempt to accommodate Exhibitor requests for specific exhibit space; however, no guarantees can be made that the Exhibitor will be assigned the specific exhibit space requested. Exhibitor acknowledges that this Contract is not issued for specific exhibit space, but rather for the right to participate as an Exhibitor in Expo! Expo! 2024. IAEE makes no representations or warranties with respect to the demographic nature and/or number of exhibitors and/or attendees. The method of determining space assignment shall be established by IAEE and may be changed from time to time without notice to exhibitors in order to accommodate what IAEE perceives as the best interest of the Exhibition. No rights or privileges are created for any exhibitor as a result of previous space assignments or years of participation in the Exhibition or other exhibitions produced by IAEE. The IAEE reserves the right to change Event hours or dates, to rearrange the floor plans, to change the Event format (including, but not limited to, in person to virtual in whole or part), and to relocate any Exhibitor as it deems necessary at any time.
- 5. Use of Space:** Exhibitor shall not assign, sell its rights, sublet, share, or apportion the whole or any part of the space allotted, or have representatives, products, equipment, signs or printed materials from other than its own company in the assigned exhibit space without the written consent of IAEE.
Co-Exhibiting Exception for CVBs and DMOs: IAEE may provide written consent for one CVB/DMO to share their contracted exhibit space with ONE local event facility (referred to as "Co-Exhibitor") as long as both exhibiting organizations are active IAEE members. ("Local event facility" is defined as any type of event venue that is located within the CVB's city, defined region or metropolitan area.) Upon approval to share the CVB/DMO space, the Co-Exhibitor must submit a signed exhibit space contract binding them to all Expo! Expo! 2024 Terms and Conditions. Booth Staff Badges provided/associated with the exhibit space may only be used to register staff of the main contracted Exhibitor or staff of their approved Co-Exhibitor.
- 6. Downsizing by Exhibitor:** An Exhibitor may be required to move to a new location if the Exhibitor requests a downsizing of space. A fee of 50% of the difference between the cost of the original total exhibition fee and the downsized exhibition fee, at the current rate, will be charged on any IAEE approved downsizing on or before 15 June 2024. The fee increases to 100% after 15 June 2024. The applicable downsizing fees shall be in addition to the actual cost of the downsized exhibit space fee.
- 7. Exhibitor Breach – Non-Payment:** If an Exhibitor fails to make required payments as described in this Contract, or is otherwise in breach of this Contract, IAEE may terminate the Exhibitor's participation in the Exhibition without further notice and without obligation to refund moneys previously paid. In order to qualify for and retain original reserved rate for exhibit space, full payment for the space must be remitted by posted deadline. If full payment is not received by the deadline, any rate discounts obtained at the time of original booking will become void, the space will be subject to current posted rates, exhibitor will be responsible for the new adjusted total, and full payment must be remitted before space is officially assigned to exhibitor. Until payment is made in full, the space is not secured and IAEE may release the space to make it available to other interested parties who are ready to commit with full payment and retain any payments made to it by Exhibitor. After 1 August, the balance must be paid in full. Exhibitors may not move-in until full payment is received. Any violations may impact Exhibitor's ability to exhibit in future IAEE exhibitions.
- 8. Exhibitor Breach – Membership Lapse:** If exhibit space is reserved at the member rate and the membership lapses after the Contract is submitted, the membership must be renewed within 30 days of the membership renewal date, or the space fee will be adjusted to the current non-member rate and the additional space fee must be paid within 30 days of invoice. Failure to pay the additional space fee invoice within 30 days of issuance, will result in the forfeiture of assigned exhibit space and all payments made by Exhibitor. Membership status MUST be current/active during Expo! Expo! 2024 in order to retain discounted member rate for exhibit space.
- 9. Cancellation of Participation:** Notice of cancellation of all or a portion of any exhibit space must be submitted in writing (via email or certified mail, return receipt requested) and is subject to Exhibitor's payment of cancellation fees as outlined below:

Date Notice of Cancellation is Received by IAEE

Cancellation Fee

Application and Contract Signing – 31 July 2024 50% of total exhibit space and listing fees per each cancelled space
 On or after 1 August 2024 100% of total exhibit space and listing fees per each cancelled space

Refunds and cancellation fees are based on the total exhibit space. IAEE shall not be liable for interest on any amount refunded.

Onsite Terms and Conditions Governing Expo! Expo! 2024 (cont.)

- 10. Cancellation of the Exhibition:** If IAEE cancels the Exhibition for any reason including due to circumstances beyond the reasonable control of IAEE (such as Acts of "God," Act of War, governmental emergency, labor strike, unavailability of the exhibit facility, or any of the force majeure events outlined below in Section 11), IAEE shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred in full satisfaction of all liabilities.
- 11. Force Majeure:** Neither party shall be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, epidemics/pandemics, strikes, lockouts, fires, acts of God, threats of acts of terrorism or similar acts, curtailment of interruption of transportation facilities, cancellation of the Event, resolutions and regulations (including, but not limited to, those regarding travel, self-quarantine and gathering size) imposed by any state within the United States of America, State Department or other governmental closure, prohibition or limitation of travel by any government employees, corporate and educational institution travel restrictions, civil disturbance, or any other activities or factors beyond its control that makes it inadvisable, impractical or impossible to hold the Event, whether similar or dissimilar to any of the foregoing. If the Event is cancelled through no malfeasance of Exhibitor, Exhibitor shall be entitled to a refund of any exhibit space fees paid. It shall not, however, be entitled to reimbursement for out-of-pocket expenses incurred in connection with the Event.
- 12. Exhibit Space Occupancy:** Any Exhibitor failing to occupy its assigned space one hour prior to the Exhibition's opening, or who leaves his or her space unattended during the Exhibit hours, forfeits their rights to the space. All exhibits must be open for business during the Exhibition hours. Exhibitors may not dismantle their display until the official closing time or until the Exhibition is officially closed by IAEE.
- 13. Exhibit Design and Inclusions:** Exhibitor agrees to abide by exhibit display and construction guidelines published by IAEE and included in the Exhibitor Services Kit. All Exhibitors must remain within the confines of their own space, and no Exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view, occasion injury, or disadvantageously affect the display of other Exhibitors. IAEE will be the sole assignor of the Exhibitor's space location and reserves the right to rearrange the floor plan and relocate any exhibit upon notification with said Exhibitor.
- 14. Character of Displays:** Use of Aisles and Common Areas: Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit space. Any permitted food and beverage must be procured through the Exhibition Facility's exclusive vendor. Each Exhibitor agrees to exhibit only products which it represents. All exhibits shall display products or services in a tasteful manner as determined by IAEE in its sole discretion. The aisles, passageways, and overhead space remain strictly under the control of IAEE and no signs, decorations, banners, advertising material or special exhibit will be permitted in the aisles. Employees must remain within the exhibit space occupied by their employers. Any and all advertising distribution must be made from the Exhibitor's exhibit space. Stickers are prohibited in the exhibit area. (Handouts with gummed backing that adhere, or cause adhesion are considered stickers.)
- 15. Exhibitor Activities:** Display or demonstration items outside the Exhibition area or scheduling of private functions, cocktail parties, special events, etc., during the period of set up, Exhibition days, dismantle days, or education sessions will be permitted only with the written permission of IAEE.
- 16. Conflicting Events:** The exhibitor agrees not to extend invitations, call meetings, host hospitality events, or otherwise encourage the absence of industry professionals from the exhibit hall and meeting rooms during the hours of all Education and Conference activities and official evening events. All requests for meeting rooms, hotel suites and special function rooms must be approved by IAEE. If an exhibitor cancels their exhibit space, they will automatically lose the opportunity to use any approved meeting rooms, hotel suites or special function rooms.
- 17. Listing and Promotional Materials:** By exhibiting at the Exhibition, Exhibitors grant IAEE a fully paid, perpetual non-exclusive license to use, display and reproduce the name, logo and contact information of Exhibitors in any directory listing the exhibiting companies at the Exhibition and to use such names and logos in promotional materials. IAEE shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. Exhibitors may not use the IAEE corporate logo but, with permission, may use the show logos only to indicate their status as an exhibitor at the show and not to imply any endorsement by IAEE.
- 18. Copyrighted Materials:** Exhibitors shall not play or permit the playing or performance of, or distribution of any copyrighted materials at the Exhibition unless it has obtained all necessary rights and paid all required royalties, fees, or other payment.
- 19. Safety, Fire and Health:** Federal, State and City laws must be strictly observed. A full listing of fire and safety regulations will be found in the Exhibitor Services Kit.
- 20. Sound Devices:** The use of devices for mechanical reproduction of sound or music is permitted but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal, or human, or from operating such noise-creating devices as bells, horns, or megaphones. Noise levels must not exceed 85 decibels.
- 21. Contractor Services:** IAEE has contracted with official contractors to provide both exclusive and non-exclusive services at Expo! Expo! While exhibitors may utilize exhibitor-appointed contractors (EAC) for non-exclusive services at Expo! Expo! within certain guidelines, contractors other than official contractors may not solicit exhibitors to provide products or services at Expo! Expo! IAEE will charge the EAC a \$250 administrative and processing fee for each exhibitor that contracts service with them. The fee applies to all contractors regardless of the service they provide (labor, supervision, products, services, etc.). In addition, exclusive services provided by the facility, such as utilities, are the only vendors allowed for that particular service and must be utilized by the exhibitor if needed. A complete listing of official exclusive and non-exclusive contractors and EAC guidelines is provided in the Exhibitor Services Kit.
- 22. Exhibitor Representatives:** Exhibitor reps are limited to personnel employed by the Exhibitor listed on the Contract and its named participants who have been deemed appropriate and representative of the exhibiting company. The purchase of each 100 square foot exhibit space includes three (3) complimentary Expo! Expo! Booth Staff passes. Children under the age of 16 are not permitted in the exhibit space.
- 23. Care of Exhibit Facility:** Exhibitor shall promptly pay for any and all damage to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by the Exhibitor or any of its employees, agents, contractors or representatives.
- 24. Taxes and Licenses:** Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under Federal, State, or local law applicable to its activities at the Exhibition. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges or penalties that become due to any governmental authority in connection with its activities at the Exhibition. It is understood and agreed that this Contract constitutes a non-assignable license and privilege only and is not, under any circumstances, intended to constitute a lease or any other conveyance of real property, a partnership, employment agreement or joint venture between the parties.
- 25. Observance of Laws:** Exhibitor shall abide by and observe all Federal, State, and local laws, codes, ordinances, rules, and regulations of Exhibition Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct and conduct its exhibits to comply with the Americans with Disabilities Act.
- 26. Assumption of Risks - General Liability Insurance (mandatory):** Each Expo! Expo! Exhibitor MUST provide a Certificate of Insurance evidencing Commercial General Liability insurance. Certificates must be sent to, and received by, IAEE by 15 November 2024. Failure to provide a Certificate of Insurance will exclude the exhibiting company from participating in Expo! Expo! Please note that Commercial General Liability Certificates of Insurance must show the following: Combined Single Limit of liability in the amounts of \$1,000,000 per occurrence/\$2,000,000 general aggregate. The certificate holder is IAEE. The Additional Insureds are IAEE and Los Angeles Convention Center with respect to their vicarious liability arising from Exhibitor's use and occupancy of the premises as required herein. Exhibitor assumes risk associated with, resulting from, or arising in connection with Exhibitor's participation or presence at the Exhibition, including, risks of theft, loss, harm, or injury to the person (including death), property, business or profit of Exhibitor, whether caused by negligence, intentional act, accident, Act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage, or other loss to such property (whether or not stored in any courtesy storage areas), including any subrogation claims by its insurer. The Exhibitor agrees to carry appropriate insurance to cover these risks. Neither IAEE nor the Los Angeles Convention Center accepts responsibility, nor is a bailment created, for property delivered by or to the Exhibitor. Neither IAEE nor the Exhibition Facility, nor any of their respective officers, directors, shareholders, employees, representatives, or assigns, shall be liable for, and Exhibitor hereby releases all of them from, any covenants not to sue any of them with respect to, risks, damages and liability described in this paragraph.

Onsite Terms and Conditions Governing Expo! Expo! 2024 (cont.)

- 27. Indemnification:** Exhibitor hereby assumes responsibility for and agrees to indemnify, defend, and hold harmless IAEE, Los Angeles Convention Center their respective officers, directors, employees, agents, members, agents, successors, and assigns ("Indemnitees") from and against any loss, damage, claim, liability, and expenses (including attorneys' fees), including personal injury or property damage or loss, arising out of or in connection with the Exhibitor's participation in Expo! Expo! and/or the negligence, gross negligence or willful misconduct of Exhibitor, its employees, agents, or contractors except Exhibitor is not responsible to an Indemnitee for the Indemnitee's gross negligence or willful misconduct. The terms of this provision shall survive the termination or expiration of this Agreement.
- 28. Exhibitor Services Kit:** Approximately 90 days before the Exhibition, a link to the online Exhibitor Services Kit will be sent to the "Primary Contact" listed on the Contract. The Exhibitor Services Kit will include information integral to Exhibitor's participation at the Exhibition, including but not limited to: additional Exhibitor Rules and Regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, decorator, audio/visual, exhibitor display rules and move-in/move-out schedules and insurance information.
- 29. Right to Offset:** IAEE shall have the right to offset the amount of any obligation due and owing to IAEE from the Exhibitor whether under this agreement or any other agreement between IAEE and the Exhibitor. IAEE may cancel this Contract in the event that the Exhibitor is past due on any amounts due to IAEE for any reason.
- 30. Interest and Collection Fees:** Any Exhibitor that does not meet all financial obligations when due will be responsible for all outstanding debts, interest at one and one-half percent (1.5%) per month, and any fees (including attorneys' fees and/or collection fees of not less than 25% of the remaining balance due) that IAEE incurs to recover the debt. There will be a \$25 charge for all returned checks. If the above interest amount, attorney's fees and/or collection fees, and returned check fees exceed the limits allowed by applicable laws, then the maximum interest and such fees as allowed by such laws shall be paid to IAEE by the Exhibitor.
- 31. Americans with Disabilities Act:** Exhibitors shall be responsible for compliance with the Americans with Disabilities Act as it relates to their participation in the Exhibition, their booth, promotional materials and other services and activities conducted by the Exhibitor during the Exhibition.
- 32. Consent to Use of Photographic Images:** Registration and attendance at or participation in IAEE meetings, exhibitions and other activities constitutes an agreement by the registrant, Exhibitor, or other attendee to IAEE's use and distribution (both now and in the future) of the registrant or attendee's image or voice in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities.
- 33. LIMITATION OF LIABILITY:** IN NO EVENT SHALL THE LOS ANGELES CONVENTION CENTER, IAEE, AND THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "IAEE PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' 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 EXHIBITOR, EVEN IF ANY OF THE IAEE PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT IAEE PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR REGARDLESS OF THE CIRCUMSTANCES SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE IAEE PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEYS' FEES AND COSTS INCURRED BY IAEE PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS APPLICATION AND EXHIBIT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEYS' FEES AND COSTS.
- 34. Incorporation of Rules and Regulations:** Any and all matters pertaining to the Exhibition not specifically covered by this Contract and the rules and regulations as described in the Exhibitor Services Kit, shall be subject to final determination by IAEE. IAEE may adopt rules or regulations from time to time governing such matters, and may amend or revoke them at any time, upon reasonable notice to the Exhibitor. Exhibitor agrees that the rules as so amended from time to time with reasonable notice to the Exhibitor shall apply to and be binding upon Exhibitor; provided, however, that if for any reason IAEE is unable to provide reasonable notice of any such amendment to Exhibitor, or if Exhibitor objects to any such amendment in writing actually delivered to IAEE promptly, and in any case within three business days after being notified of any such amendment, then the amendment shall no apply to Exhibitor until such time as the notice IAEE has provided constitutes reasonable notice, or until Exhibitor and IAEE otherwise agree.