

Sponsor and Exhibitor Terms and Conditions

These terms and conditions govern the contractual relationship between AGA and its Event Sponsors and Exhibitors.

Sponsor and Exhibit Space Applications

Applicants for sponsorships and for exhibit/tabletop space are required to execute and forward a Sponsorship or Exhibit Application/Order Form to AGA along with full payment.

Cancellation and Refunds

In general, there are no refunds of payments if a Sponsor or Exhibitor cancels their contractual commitment. However, AGA may allow for partial refunds based on the date of the cancellation.

If AGA cancels an Event or reorganizes an Event (e.g., shifting from an in-person format to virtual), while no amounts previously paid will be refunded, Sponsors and Exhibitors will be provided a substantially equivalent opportunity to participate in the reorganized, or another, AGA event or offering.

Limitation of Liability

AGA shall not be liable for any claims, losses, expenses, injuries, or damages arising out of or related to the event or the Sponsor's or Exhibitor's participation in the Event due to any act or omission of AGA or its employees or agents, or any third person, whether based on breach of contract or warranty, negligence or other tort, or strict liability, unless directly and solely caused by the gross negligence or willful misconduct of AGA. AGA disclaims all warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. AGA shall not be liable to a Sponsor or Exhibitor for any direct, indirect, special or consequential damages, including lost profits, whether based upon a claim or action of contract, warranty, negligence, strict liability or other tort, even if AGA is aware of the possibility thereof. Notwithstanding any other provision of this agreement, the maximum liability of AGA to the Sponsor or Exhibitor will in no event exceed the lesser of (i) the amount of sponsorship or exhibit fees paid to AGA or (ii) \$500; recovery of such amount shall be the Sponsor's or Exhibitor's sole and exclusive legal remedy. Any claim against AGA by a Sponsor or Exhibitor not submitted to AGA within thirty (30) days of the close of the Event shall be forever waived, and no suit or action shall be brought against AGA more than one (1) year after the Event.

Indemnification

The Sponsor/Exhibitor shall indemnify and hold harmless AGA and its officers, directors, agents and employees from and against any and all liabilities, damages, actions, losses, claims, costs, and expenses (including reasonable attorney's fees) on account of personal injury, death, or damage to or loss of property arising out of or contributed to by any act, omission, negligence, fault, or violation of a law or ordinance by the Sponsor/Exhibitor, its employees, agents,

contractors, patrons, or invitees. The foregoing shall not apply with respect to any liability, damage, or loss directly and solely caused by the gross negligence or willful misconduct of the entity or person seeking indemnification.

Harassment

AGA wishes to create a welcoming environment and expects all participants to refrain from harassing behavior and speech. Any person who has been subjected to harassment, or who has witnessed harassment, is encouraged to notify AGA staff. AGA reserves the right to take any action it deems appropriate in response to such conduct by any person, including removal of that person from the Event and prohibiting attendance at future events.

Exhibitor-Only Terms and Conditions

Booth and tabletop Assignment

Booth assignments are made on a first-come, first-served basis by the date the application is received. In cases where booth applications are received simultaneously, AGA corporate membership status, sponsorship level and past participation will be considered when determining booth location.

Every effort is made to accommodate your requested booth location, but we cannot guarantee that you will receive one of your preferred choices. When submitting your application you will also have the opportunity to list any companies that you do not wish to be located close to. Every effort will be made to accommodate your request, but no guarantees can be made.

AGA reserves the right to alter Sponsor or Exhibitor's assigned location and/or revise the floor plan at any time in its sole discretion if deemed in the best interests of the Exposition. Before exercising its discretion, AGA will consult with the Sponsor or Exhibitor. AGA's determination on assignment of exhibit space is to be binding on all parties.

Subletting Space

No Exhibitor may assign, sublet or apportion its space in whole or in part, nor exhibit any products or services other than those manufactured or handled in the normal course of his business, nor permit any agent or any exhibiting firm to solicit business in his or her space. If special circumstances warrant an exception, permission must be obtained in writing from AGA Show Management, which reserves the right to render final judgment. Program book listings are limited to one entry per contracted exhibiting company.

Installation/Dismantle

Please refer to the "Exhibit Schedule." Exhibits must be completely installed at least one hour prior to the opening of the show. AGA reserves the right to reassign any space not installed at that time. Boxes, storage crates and trash will be moved from the Exhibitor's space to maintain a

professional appearance. No installing, dismantling, rearranging, repairing, servicing, removing, or supplementing of exhibits will be permitted during the exposition hours. No packing or dismantling of exhibits/tabletops will be permitted prior to the official closing of the exhibition. Any infraction of this rule will jeopardize the Sponsor/Exhibitor's participation in future AGA events.

The installation and dismantling of displays may be done by full-time Exhibitor personnel, the Official Decorator/General Service Contractor, or an Exhibitor Appointed Contractor (EAC). The handling, placing or setting out of merchandise that is to be displayed at the booth may be done by the Exhibitor. Exhibitors who plan to have an Exhibitor Appointed Contractor other than the Official Decorator/General Service Contractor install or dismantle their exhibits must abide by the rules provided in the Exhibitor Service Kit.

NOTE: Children under the age of 18 are prohibited from the exhibit hall during installation and dismantle.

Exhibit Staff Admissions

AGA will have sole control over all admissions of persons into the Solutions Hall. All exhibit staff must be bona fide company representatives and all must be registered and wearing official training identification badges at all times in the Solutions Hall.

Information on how to register your exhibit staff/personnel will be included in your Exhibitor Service Kit.

Staffing of Exhibit

Each Exhibitor is required to keep at least one attendant in its booth during all show hours.

General Conduct of Exhibitors

Exhibitor personnel shall not be permitted to solicit business or promote products and services in aisles, at food stations, or in booths other than their own. Displays must not include items or services similar to those provided as part of AGA's sponsorship program. The distribution of business cards, invitations, samples, catalogs, pamphlets, souvenirs, publications, etc. is permitted only within the Exhibitor's space. Throwing of souvenirs, loud shouting and making of any unnecessary noises, whether by human or mechanical means to attract attention, puppet shows and similar devices will not be permitted. Balloons may not be exhibited or distributed.

In keeping with the business-like atmosphere of the exhibition, all booth personnel shall wear acceptable business attire or corporate identity uniforms. All aisle space belongs to the show; no exhibits, signage or advertising material shall be allowed to extend beyond the booth space.

No person, firm or organization not having contracted with AGA for the occupancy of booth space will be permitted to display or demonstrate its products/services, or distribute promotional materials in the Exhibit Hall, public areas of the training facility or in hospitality suites. Any

infringement of this rule will result in the prompt removal of the offending persons and/or promotional materials from the Solutions Hall and/or training facility.

Character of Exhibits

Exhibits are subject to the approval of AGA. AGA also reserves the right to control, prohibit, or physically remove any or all parts of any exhibit which, in AGA's opinion, is not suitable, or in keeping with the policies of the Association or the character of the exposition, or which, because of noise, methods of operation, or other reasons, becomes objectionable.

If for any reason an exhibit and/or its contents and/or the Exhibitor are deemed objectionable by AGA, the Exhibitor will be required to remove or correct the situation, or to leave the exhibit area. In the event such a restriction is enforced, AGA will not be liable for refund of exhibit space rental fees, exhibit equipment rental fees or any other fees.

Arrangement of Exhibits

All exhibits or tabletops must be arranged so that they do not project beyond the space allotted, or obstruct the view of, hide, or interfere with other exhibits. Boxes and crates may not be stored behind an exhibit display, if it causes the display to protrude in front of other displays within the same aisle. Backgrounds (including signs) must be no more than 8' in height. Material extending into the exhibit area by more than 3' from the back wall cannot exceed 3' in height. No partitions other than the side rails will be allowed, unless specifically approved by AGA. Exposed unfinished sides of exhibit backgrounds must be draped to present an attractive appearance. AGA may (at the Exhibitor's expense) direct revisions of any exhibit that does not comply with the above guidelines.

Performances of Music/ Copyright Laws

No copyrighted music, if published via ASCAP or BMI, may be played in the exhibit hall at any time during the hours of the exposition. This applies whether the music is live or recorded. Unpublished original music, such as used in promotional video/audio tapes, is not subject to this rule. We ask that you advise show management if you plan such performances.

Noise and Sound

Exhibitors and Sponsors are strictly prohibited from operating noise-creating devices such as bells, horns or amplifying systems, which interfere with other displays. Equipment will only be permitted if tuned to conversational level and is not objectionable to neighboring exhibitors. Each exhibiting company must have the opportunity to meet and talk with buyers, unimpeded by the excess noise from another Exhibitor. AGA reserves the right to determine the acceptable sound level for working exhibits.

Care of Property

Exhibitors are liable for any damage caused by fastening signs, displays or other fixtures to the building floors, pillars, walls, or to the standard booth equipment. The use of thumbtacks, tape, nails, screws, bolts, or tools or materials that could mark the floors or walls is prohibited. Any damage to the hotel or training facility property caused by the carelessness of an Exhibitor, its employees or agents, must be paid for by the Exhibitor causing such damage.

Outside Activities

Exhibitor agrees not to exhibit products outside the Solution Hall during the exposition. The Exhibitor agrees not to extend invitations, call meetings, host hospitality events, or otherwise encourage the absence of attendees from the Solutions Hall or education sessions during the hours of training activities. Exhibitor/Sponsor agrees to notify AGA of any meetings or hospitality events that take place during the training, even after training events have ended. All requests for meeting rooms, hotel suites and special function rooms must be approved by AGA.

Security

AGA will provide general exhibit area security during booth set-up, dismantle and the evenings when the hall is closed. AGA is not responsible for the security of the exhibits or the materials contained within; the presence of security does not imply such. AGA undertakes no duty to exercise care, nor assumes any responsibility, for the protection and safety of the Exhibitor, its officials, agents or employees, or the protection of the property used in connection with the exhibit, from theft, injury, or damage. The Solutions Hall is never secure—do not leave valuable items within easy reach at any time. As a reminder, exhibit staff should not store items under tables or behind booth drape. Never leave valuables (computers, briefcases, a/v equipment, raffle items, software, tools, etc.) unattended in the Solutions Hall, especially during breaks or overnight.

Decorator Services

AGA will select an official decorator/service contractor for each event. The service contractor will send each confirmed Exhibitor an Exhibitor Service Kit containing all of the necessary forms for ordering carpet, booth furnishings, plants, decorations, electricity, phone lines, Internet connections, signage, etc. The Exhibitor Service Kits also contain information on shipping, drayage, and labor union regulations. The Exhibitor shall provide only the material and equipment that is owned and is to be used in the exhibit space. All other items used in the booth are to be provided through arrangements with the official service contractor. Payment for services provided to the Exhibitor by the contractor is the responsibility of the Exhibitor.

Material Handling

Sponsors/Exhibitors may hand carry only what can be managed by one person in one trip, using no equipment. The use or rental of dollies, flat trucks and other mechanical equipment, however, is not permitted. The official decorator/show contractor will control access to the loading docks

in order to provide for a safe and orderly move-in/out. Only full time employees of the exhibiting company will be allowed to hand carry items. The venues where AGA events are held, have strict security policies. Please bring a valid state ID card and allow ample time to get through security.

Storage

Exhibitors must make arrangements with the Official Decorator/General Service Contractor for storage of crates and other packing materials. Combustible materials such as brochures, literature, giveaways, etc., within exhibit booths are limited to a one-day supply. NOTHING may be stored behind booths. All packing containers, wrapping material, carrying cases, etc., must be stored off the exhibit floor.

Unions Rules & Regulations

Please refer to your Exhibitors Service Kit for information regarding union rules and regulations.

Insurance

The Exhibitor agrees to obtain the following insurance coverage during the dates of the AGA exposition, including move-in, move-out days, and be prepared to furnish a certificate of insurance to AGA if requested: (a) comprehensive general liability insurance coverage including protective and contractual liability coverage of \$250,000/\$500,000 for bodily injury and \$50,000 property damage; (b) employers liability insurance with minimum limits of \$100,000 per accident; (c) worker's compensation/occupational disease coverage in full compliance with federal and state laws; (d) comprehensive general automobile liability insurance covering owned, non-owned, and hired vehicles, including loading/unloading hazards with bodily injury limits of \$250,000/\$500,000 and property damage limits of \$100,000. It is the responsibility of each exhibiting company to ensure the safety of its own exhibit materials from the time they are placed in the exhibit area until the time they are removed. The exhibiting company agrees that AGA, the Ronald Reagan Building, the Official Decorator/Service Contractor and all of their agents and/or employees will not be held responsible for any damage to, or any loss or destruction of the Exhibitor's property, any injuries to the Exhibitor, its representatives, agents or employees. All claims for any such damage, destruction and/or injury is expressly waived by the Exhibitor.

Safety, Fire, and Health

The Exhibitor must comply with all safety, fire, and health ordinances regarding installation and operation of equipment. All display, exhibit materials, and equipment must be reasonably located and protected by safety guards and fireproofing to prevent fire hazards and accidents. All product demonstrations involving any moving or potentially hazardous machines, displays or parts must have hazard barriers to prevent accidental injury to spectators. The decision of AGA in this regard shall be final.

Conformity with Solutions Hall Lease

The contract for exhibit space and these rules and regulations are subject to AGA's agreement with the exhibit hall, and in the event of any conflict between the rights and obligations of the Exhibitor under the contract or these rules and regulations and the agreement with the exhibit hall, the latter shall prevail.

Other Matters

All matters and questions not covered by the contract for exhibit space and sponsorships or these rules and regulations are subject to the decision of AGA.