

AUVSI Pathfinder 2023 Symposium Exhibitor Contract, Conditions, Rules and Regulations

. Introduction

In Accordance with the following terms, conditions and regulations governing exhibits of the AUVSI Pathfinder Symposium at the Von Braun Center, 28-30 August 2023 the undersigned hereby makes application for exhibit space(s) which, when accepted by AUVSI Pathfinder, becomes a contract. Terms and conditions of this application are a part of this contract. By purchasing an exhibitor space, the exhibitor agrees to abide by all rules, requirements, restrictions, and regulations as set forth in this agreement or as may be especially designated by AUVSI Pathfinder, the Von Braun Center, or the city of Huntsville, AL. Failure to abide by such rules and regulations results in forfeiture of all monies paid or due to AUVSI Pathfinder under terms of this agreement.

II. Contract Conditions, Rules and Regulations

These Contract Conditions, Rules and Regulations are a part of AUVSI Pathfinder Symposium 2023. The application and contract for exhibit space should be read carefully before being signed. Note: If the applicant/exhibitor, from the date this application is submitted, or the date on which a contract is entered into, to the last date of the show, should engage in any conduct which disparages AUVSI Pathfinder, brings it into disrepute, impairs the goodwill and/or economic value of the show, infringes on any of AUVSI Pathfinder copyrights or trademarks, or otherwise legally harms AUVSI Pathfinder, then AUVSI Pathfinder reserves the right to refund the applicant/exhibitor's payment and prohibit them from exhibiting at the show.

III. SPACE ASSIGNMENT & FEES

A. Assignment of Space.

Carefully review the exhibit hall floor plan and note the location of entrances, exits, etc., before indicating your preferred booth location/section within the exhibit hall. AUVSI Pathfinder will make every effort to assign preferred booth locations. In cases of conflicting requests, priority will be determined based on the following: (1) first-come, first-served basis; (2) the order in which the exhibit application with the appropriate fee is received; and (3) special needs of the exhibitor.

B. Payment

For contracts submitted prior to July 31, 2023, a minimum deposit of 50% of the cost of the requested exhibit space must be received with the contract; the remaining balance is due no later than 30 days after the receipt of order. Exhibitors whose payments are not made in full after the 30-day period following the receipt of order will receive a \$100 per month additional fee for delayed payment. No assignment of booth space will be made until at least a 50% deposit is received. All exhibitors whose contracts are submitted after July 31, 2023 will be required to submit payment in full for their requested exhibit space. Payments can be credit card or company check.

C. Cancellation

All cancellations must be made in writing to AUVSI Pathfinder. There will be no cancellation fee for notices received within 30 days after the receipt of order or before July 31, 2023 (whichever occurs first). Any cancellation after the 30-day receipt of order period but prior to July 31, 2023 will incur a cancellation fee of 50% of the booth cost plus any incurred delayed payment fees. There will be no refund administered if written cancellation is received after July 31, 2023.

D. Credit to Exhibitor for Replacement Business

AUVSI Pathfinder shall mitigate its losses. If AUVSI Pathfinder is able to resell the cancelled booth space, the exhibitor will receive a full refund minus a \$150 cancellation fee if the space is resold by August 1, 2023. If the space is resold after August 1, 2023, the exhibitor will receive a full refund minus a \$250 cancellation fee.

E. Space Restrictions.

Exhibitors or their agents may not allow any articles to be brought into the exhibition or any act done on the premises that will invalidate the insurance or increase the premium on the policies held by the management of the Von Braun Center nor permit anything to be done by their employees through which act the premises, property or equipment of other exhibitors will be damaged. All space is leased subject to these restrictions. Violation of these rules will annul the Exhibitor's contract, and he/she will be held liable for any damage resulting from such violations.

F. Aisles and Exits.

Aisles and exits as designated on approved show plans shall be kept clean, clear and free of obstructions. Booth constructions shall be substantial and fixed in a position in a specified area for the duration of the show. Easels, signs, etc. shall not be placed beyond booth area into aisles. Under no circumstances should there be any obstacles placed in front of the emergency exit doors.

G. Furnishings

Booth fee includes one (1) 8' skirted table, two chairs, and a wastebasket and a booth sign. Additional furniture, carpeting, draping, accessories, signs, electrical outlets, etc. are the sole responsibility of the Exhibitor and should be ordered in advance from the official general service contractor. (See Exhibitor Services Package – separate document). Reserved exhibit space must be completely cleaned and exhibits cleared from the Von Braun Center by 6 PM CST on August 31, 2023.

IV. BOOTH CONSTRUCTION AND DIMENSIONS

AUVSI Pathfinder Forum 2023 follows the International Association for Exposition Management (IAEM) Guidelines for Display Rules and Regulations. If you have any questions or concerns regarding your booth space or structure, contact show management. A rendering of your structure may be required. Linear (In-Line) Booth: Regardless of the number of linear booths utilized (e.g. 10'x20', 10'x30', 10'x40', etc) display materials should be arranged in such a manner as not to obstruct sight lines of neighboring exhibitors.

V. INSURANCE

All exhibitors are urged to place "extraterritorial" and other coverage on their own equipment and exhibits, and arrange for extended public liability insurance with their regular insurance carriers. Exhibitors must provide reasonable proof of adequate insurance.

VI. FIRE PROTECTION

All materials used in the exhibit area must be flameproof and fire resistant to comply with local fire ordinances and in accordance with regulations established by the National Association of Fire Underwriters. Crepe paper, corrugated paper, flameproof or otherwise will not be permitted. Display racks, signs, spotlights and special equipment must be approved before use and all displays are subject to inspection by the Fire Prevention Bureau. Any exhibits or parts thereof found not to be fireproof may be ordered dismantled. All aisles and exhibits must be kept clear at all times and fire stations and fire extinguisher equipment are not to be covered or obstructed.

VII. LIABILITY

AUVSI Pathfinder and the Von Braun Center shall not be responsible for any loss, injury, or damage that may occur to the exhibitor's employees (public or other), any other person, and the exhibitor's property

from any cause whatsoever, prior, during, or subsequent to the period covered by the exhibit contract. The exhibitor, upon signing the contract, expressly releases AUVSI Pathfinder, its employees, its general service contractor and/or the Von Braun Center and agrees to indemnify the same against any and all claims for such loss, damages, or injury to the extent caused by exhibitor's negligence. The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitor's activities on the Von Braun Center premises and will indemnify, defend, and hold harmless the Von Braun Center, its owner, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims to the extent caused by exhibitor's negligence.

VIII. FORCE MAJEURE

In case said premises shall be destroyed by fire or the elements or by any cause, or in case of government intervention or regulation, military activity, strikes, or any other circumstances make it impossible or inadvisable to hold the show at the time and place provided in the application for exhibit space, then and thereupon the contract shall terminate and the exhibitor shall waive any claim for damages or compensation, except the pro rata return of the amount paid for the space, after deduction of actual expenses incurred in connection with the exhibition and there shall be no further liability on the part of either party.

IX. CONDUCT/CHARACTER OF EXHIBITS

A. Assignment of Space

Exhibitor space is allocated in 10'x10' units. Each unit purchased will receive 2 complimentary tickets.

No exhibitor shall sublet, assign, or share any part of the space allocated to him without the written consent of AUVSI Management. Exhibitors who choose to share space will incur an additional fee of \$1,000 per contractor.

B. Display Times

All exhibits must be set-up by the time indicated in the confirmation material. There will not be any early dismantling of displays. A \$500 per incident fine will be levied against any exhibitor who is not set-up on time and/or tears down early. The dismantling of exhibit space is the sole responsibility of the exhibitor.

C. Exhibit Staffing

Exhibits must be staffed at all dedicated open times. Those firms that do not keep their booths staffed and operating during all dedicated open times jeopardize their participation at future AUVSI Pathfinder meetings.

D. Advertising

Canvassing or distributing advertising matter outside the exhibitor's own booth is not permitted. Solicitations of business, or conferences in the interest of business except by exhibiting firms are prohibited.

E. Literature Distribution

All literature must be distributed from within the booth space assigned.

F. Noise

The use of loudspeakers, recording equipment, television sets, radios or the use of machinery or any device which is of sufficient volume to annoy neighboring exhibitors will not be permitted. Such equipment, if permitted at all, must be within the confines of the contracted exhibit space and must be approved by AUVSI Pathfinder Management.

G. Distribution of Food and Drinks

Aside from items such as candies, which must be small and wrapped, the serving of food and/or beverage from exhibit booths is prohibited.

H. Exhibit Characteristics

Character of the exhibits is subject to the approval of AUVSI Pathfinder Management. The right is reserved to refuse contracts not meeting the standards required or expected, as well as the right to

curtail exhibits or parts thereof which reflect against the character of the meeting. This reservation applies to persons, conduct, Articles of merchandise, printed matter, souvenirs, catalogs and any other items, without limitations, which affect the character of the exhibit. Exhibits are restricted to products and services related to the industry. I) Distribution of customary descriptive product literature, note pads, pens, pencils and the like are permitted. Any exhibitor found distributing materials that have not been officially accepted would be required to cease distributions immediately.

X. AMERICANS WITH DISABILITIES ACT

The exhibiting company shall be responsible for making its exhibit accessible to persons with disabilities as required by the Americans with Disabilities Act, and shall hold AUVSI Pathfinder harmless from any consequences of exhibiting company's failure in this regard.

XI. VIOLATIONS

Each exhibitor, his/her agent, and employees agree to abide by the contract conditions, rules and regulations set forth herein, or any subsequent amendments or interpretations. Violation of any of these regulations on the part of the exhibitor, his/her employees, or agents, shall annul the right to occupy space and such exhibit will forfeit to AUVSI Pathfinder all monies that may have been paid. Upon evidence of violation, AUVSI Pathfinder Management may reenter and take possession of the space occupied by the exhibitor and may remove all persons and goods at the exhibitor's risk. The exhibitor shall pay all expenses and damages which management may incur thereby. In addition, AUVSI Pathfinder may refuse to permit the exhibitor to show in future years.

XII. AMENDMENTS

AUVSI Pathfinder management reserves the right to interpret, amend, and enforce these Contract Conditions, Rules and Regulations. Written notice of any amendments or interpretations shall be given to exhibitors. Each exhibitor, for himself, his agent, and employees agrees to abide by the Contract Conditions, Rules and Regulations set forth herein, or by any subsequent amendments or interpretations. The exhibitor agrees that AUVSI shall have the right to make such rules and regulations or changes in floor plan arrangement of booths for said exhibition, as it shall deem necessary and to amend it from time to time. AUVSI Pathfinder shall have the final determination and enforcement of all rules, regulations and conditions.