

### snow & ice management association

**Definition:** The Snow & Ice Management Association (SIMA) is referred to herein as “**Show Management**”.

“**Exhibitor**” refers to the applicant indicated on the front, page 1, of this contract. SIMA’s Snow & Ice Symposium is referred to herein as “**Exposition**”.

#### 1. Payment & Terms

- 1.1. Contracts signed on or before August 5, 2019, a 50% deposit of the contracted amount is due by August 5, 2019. The remaining balance is due by March 4, 2020. Exhibitor’s failure to pay the 50% deposit by August 5, 2019 will eliminate the exhibitor’s priority point status and the 2020 exhibitor discount.
- 1.2. Contracts signed between August 5-December 31, 2019, a 50% deposit of the contracted amount is due by December 31, 2019. The remaining balance is due by March 4, 2020. Show Management reserves the right to reassign booth space if the Exhibitor does not pay the 50% deposit by December 31, 2019.
- 1.3. Contracts signed between January 1, 2020 - March 4, 2020, a 50% deposit of the contracted amount is due with the contract. The remaining balance is due by March 4, 2020. Booth space will not be confirmed until the Exhibitor pays the 50% deposit.
- 1.4. Contracts signed after March 4, 2020, the full contracted amount is due with the signed contract. Space will not be confirmed until the Exhibitor pays the full contracted amount due.

Show Management reserves the right to reassign the exhibitor’s booth space if either the deposit and/or balance is not received by the date specified in 1.1. through 1.4, as applicable.

#### 2. Cancellation Policy

In the event of cancellation or booth size reduction by Exhibitor on or BEFORE March 4, 2020 a refund of paid amount will be reimbursed, less a \$250 processing fee. In the event of cancellation or booth size reduction AFTER Friday, March 4, 2020 there will be NO REFUNDS.

#### 3. Space Assignments & Inclusions

Priority Points are awarded to past SIMA exhibitors, SIMA sponsors, and Snow Business magazine advertisers, that sign this Exhibitor Contract on or before August 5, 2019. After that date, booths will be assigned on a first come, first serve basis. Show Management reserves the right to assign booth space as needed to optimize floor plan, balance booth lineups, and for maximum traffic flow. Show Management will endeavor

to make booth assignments in keeping with Exhibitor’s requests set forth on the front of this contract. However, Show Management reserves the right to make the final determination of all space assignments. Show Management shall have no liability for its failure or inability to comply with exhibitor’s requests, and exhibitor shall have no right to cancel this contract in the case that Show Management does not comply with exhibitor’s requests. Show Management will make all efforts to accommodate and respect competitive issues, but is not under any obligation to assign booths strictly upon such concerns.

Each purchased booth will be furnished with the following: one (1) 6’ table, two (2) side chairs, wastebasket, rear & side draping (8’ and 3’ high respectively) and identification sign. If an island booth, no draping will be provided. No substitutions will be honored. Additional furnishings can be purchased directly through the Show Management’s decorator.

#### 4. Licenses & Permits

Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to their activity at the trade show. Exhibitor shall be responsible for paying all taxes, license fees or other charges that shall become due to any government authority in connection with their activities at the exposition. EXHIBITOR IS NOT PERMITTED TO MAKE SALES AT ITS BOOTH SPACE UNLESS IT HAS OBTAINED AND DISPLAYS A SALES TAX AUTHORIZATION AS REQUIRED BY LOCAL LAW. Any internet-based sales must comply with any federal and state laws related to sales tax and other potential taxes.

#### 5. Liability and Insurance

In addition to property insurance described in (13), Exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of comprehensive commercial general liability insurance and contractual liability insurance insuring and specifically referring to contractual liability in an amount not less than \$1,000,000 combined single limit for personal injury and property damage. EXHIBITOR MUST PROVIDE SIMA WITH A CERTIFICATE OF INSURANCE, NAMING SIMA AS ADDITIONAL INSURED OVER THE DATES OF INSTALLATION, SHOW & DISMANTLE (JUNE 16-19, 2020 ) BY April 3, 2020. SHOW MANAGEMENT RESERVES THE RIGHT TO PROHIBIT EXHIBITOR FROM SETTING UP OR OPERATING ITS BOOTH WITHOUT HAVING PROVIDED A CERTIFICATE OF INSURANCE.

**6. Exhibitor Name Badges and Access**

Ten (10) trade show only badges will be honored at a \$0 fee per purchased booth. Names for exhibitor badges are due by June 10, 2020. Badges beyond those included OR requested after the June 14th deadline will be at the prevailing Symposium registration fee. Badges must be worn at all times and are required for entry into the show. Exhibitor badges are to be worn by only those company representatives who will staff the booth.

- 7. Installation and Dismantle** Exhibitor must install its exhibit before the opening of the Exposition. The exhibit must be dismantled and removed immediately after the Exposition's close, and in all events prior to the established dismantlement cutoff time announced in the exhibitor manual. Anything not removed by the dismantlement cutoff time will be discarded at exhibitor's cost. EXHIBITOR SHALL NOT DISMANTLE ITS EXHIBIT PRIOR TO THE EXPOSITION'S CLOSE. A penalty fee of \$250 will be assessed to any exhibitor that breaks down prior to 12:30PM (time of floor closing) without written permission from Show Management (SIMA). Any exhibitor who incurs a breakdown fee will not be allowed to exhibit with SIMA for the following year until the \$250 penalty is paid in full.

**8. Exhibit Content**

The exposition is designed to provide a showcase for goods and services either specifically designed for, or customarily used by, the industry the exposition serves. Exhibitor may not display or promote any goods or services other than its own goods and services of the kind described on the front of this contract unless exhibitor provides the additional company contact information for Show Management use in show print materials if necessary. A company representative must also be present in the booth. Show Management reserves the right to refuse rental of display space to any company whose display of goods or services is not, in the opinion of Show Management, compatible with the general character and objectives of the exposition.

*Irregular Advertising* – The Exposition is limited to those persons, firms, corporations, and other entities that have contracted and paid for exhibit space in the exposition facility. No other persons, firms, corporations, or other entities will be permitted to demonstrate products, solicit orders, or distribute advertising matter on the floor of the trade show, exposition facility, or any facility being used for the Exposition, unless prior Show Management approval. Any person violating this rule will be promptly removed from the Exposition.

*Competitive Exhibits* – In order to create a harmonious and attractive atmosphere for patrons of the Exposition, Exhibitors shall not distribute anywhere within the Exposition premises or display materials at their Exhibit that mentions by name any competitor who is also an Exhibitor at the Exposition. Show Management shall

have the right to enforce this rule by physically removing any materials or displays that violate this rule from the Exposition. Show Management shall have no liability to any Exhibitor or to any other party for any lost or damaged materials so removed.

**9. Fire, Safety and Health**

Exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health.

**10. Exhibit Rules and Regulations**

Exhibitor will be provided with an exhibitor manual no later than 60 days prior to the opening of the show. The exhibitor manual and all rules and regulations included therein will become part of this contract. The exhibitor manual describes the type and arrangement of exhibit space, the standard equipment provided by Show Management's decorator, and rules governing the construction of displays. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the exhibitor manual. If in the sole opinion of Show Management, any exhibit fails to conform to the exhibitor manual guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition. Show Management has full discretion onsite related to exhibits.

Active SIMA Members will receive one (1) Lead Retrieval device per paid booth (a \$295 value). Additional devices can be purchased based on the equipment providers published rates found in the exhibitor manual. In the case of a lost/stolen/broken device, it is the sole responsibility of the exhibitor to work with the equipment provider; Show Management will not be held accountable. Any questions concerning the rules and regulations should be directed to Show Management. Show Management reserves the right to require an exhibitor to alter the exhibit before or during the show as Show Management deems to be in the best interests of the show. Such changes shall be made at exhibitor's expense and are subject to the approval of Show Management.

**11. Exhibitor Operation and Conduct**

Exhibitors may not schedule private functions or events which conflict with officially scheduled SIMA events, unless approved in advance by SIMA Show Management. All activities must be carried on in Exhibitor's contracted exhibit booth space. This includes, but not limited to, no use of strolling entertainment, nor distribute samples, magazines, or advertising materials in any area outside their exhibit space.

If Exhibitors engage in any conduct in violation of the rules and or applicable laws, SIMA reserves the right to cancel the Exhibitor's space without further notice and without obligation to refund monies previously paid and to re-sell exhibit space assigned. Further, SIMA in its

absolute discretion shall have the right at any time to enter and inspect the area occupied by Exhibitor. Exhibitors and their representatives shall at all times conduct themselves in a professional manner and shall not disparage or defame fellow exhibiting companies, member companies, SIMA, or the employees of aforementioned organizations, or engage in other activities detrimental to the Event.

**12. Photography, Audio, Video & Multimedia**

Photographs, audio and video recording, and multimedia taken by Show Management, or a company represented by or hired by Show Management, may be utilized in any way that Show Management sees fit. In no way does this mean that Show Management is sponsoring the exhibitor. Such photographs, audio, video, and multimedia are the property of Show Management, and the Exhibitor can request to receive a copy of the media in writing to the SIMA office. Any photographs, audio and video recording, and multimedia taken on the Trade Show Floor or in any portion of the exposition by any exhibitor or attendee MUST be approved in advance by Show Management and published with clarity that the material was taken at SIMA's 22nd Annual Snow & Ice Symposium. Show Management reserves the right to deny any Exhibitor from taking any photographs, audio and video recording, and multimedia recordings during the Exposition. Any Exhibitor or Exhibitor representative violating this rule will be asked to stop immediately or be removed from the Exposition and future Expositions.

**13. Exhibitor's Authorized Representative**

Exhibitor must designate one person as its representative in connection with installation, operation and removal of its exhibit. The designated representative shall be authorized to enter into exhibition service contracts and for which exhibitor shall be responsible. The designated representative must be in attendance throughout all exposition periods; and representative shall be responsible for keeping the exhibit neat, staffed and orderly at all times.

**14. Property Loss or Damage**

Show Management (except to the extent caused by the acts or omissions of) shall not be responsible for any loss of or damage to any property of Exhibitor or of its booth personnel, representatives, agents, employees, contractors, patrons, guests, licensees or invitees. All of Exhibitor's property remains under its custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither Show Management nor its service contractors, nor the management of the exhibit hall, nor any of the officers, staff members or directors of any of the same (except to the extent caused by the acts or omissions of) are responsible for the loss of or damage to property of exhibitor or of its booth personnel, representatives, agents, employees, contractors, patrons, guests, licensees or invitees from theft, fire, accident, vandalism or any other cause, and exhibitor expressly waives and releases

any claim or demand against any of them by reason of any damage to or loss of any property. Exhibitor shall be solely responsible for the loss of or damage to any property of exhibitor's personnel, including but not limited to exhibitor's booth personnel and representatives, models, demonstrators and actors. Accordingly, it is exhibitor's responsibility to secure its own insurance or otherwise protect itself and its property and the property of its booth personnel, representatives, agents, employees, contractors, patrons, guests, licensee or invitees against loss or damage.

**15. No Assignment or "Subletting" of Space**

Exhibitor may not assign this contract and may not permit or "sublet" all or any part of its assigned booth space to be used by any other business or firm, UNLESS Show Management has given prior written approval. Any such assignment, permission or "sublease" without Show Management's prior written approval shall be null and void.

**16. Labor**

Exhibitor shall observe all contracts in effect between Show Management, service contractors, exposition facilities and the labor organizations involved.

**17. Indemnification**

Exhibitor agrees to defend, indemnify and hold harmless Show Management (and the exhibition facility management) from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judges recovered from or asserted against Show Management (or the exhibition facility management) on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either prominetely or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of exhibitor (or of any of its booth personnel, representatives, agents, employees, contractors, patrons, guests, licensees or invitees, or of any other persons entering in or about the exhibitor's booth space with the express or implied permission of exhibitor), or when any such injury or damage is the result, proximate or remote, of the violation by exhibitor (or of any of its booth personnel, representatives, agents, employees, contractors, patrons, guests, licensees or invitees) of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the operation or use of exhibitor's booth space. Such indemnification by the exhibitor shall be effective unless such damage or injury results from the gross negligence or willful misconduct of Show Management.

Exhibitor covenants and agrees that in case Show Management (or the exhibition facility management) shall be made a party to any litigation commenced by or against exhibitor or relating to this contract or to exhibitor's booth space or of any of its booth personnel, representatives, agents, employees, contractors, patrons,

guests, licensees or invitees, then exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Show Management (or upon the exhibition facility management) by virtue of any litigation.

**18. Disputes with Contractors, Unions, Other exhibitors, etc.** In the event of a dispute or disagreement between exhibitor and an official contractor, or between exhibitor and a labor union or labor union representative, or between two or more exhibitors, or concerning the interpretation of the rules and regulations, the actions or decisions concerning this dispute or disagreement by Show Management intended to resolve the dispute or disagreement shall be final and binding on exhibitor.

**19. Acceptance of this Contract**

This exhibit application/contract does not become a binding contract until Show Management has issued a written confirmation of acceptance. The receipt and deposit of exhibitor's payment accompanying the application for space does not constitute acceptance of a contract.

**20. Integration**

This contract contains the entire agreement between Show Management and Exhibitor. It may not be orally modified. Only an agreement in writing signed by a duly authorized representative of the party against whom enforcement or waiver or modification is sought will be enforceable.

**21. Choice of Law and Forum**

This contract shall be governed by the laws of the State of Wisconsin. Any action commenced by exhibitor arising out of or relating to this agreement, or arising out of or relating to the exposition, shall be brought solely in the courts of Wisconsin unless Show Management consents to another forum. Exhibitor consents to the jurisdiction of the the courts of Wisconsin for the resolution of any arising out of or relating to this agreement, or arising out of or relating to the Exposition.

**22. Security**

Show Management will employ reputable guards for the duration of the Exhibition and will take reasonable precautions to safeguard Exhibitor's property. However, Show Management assumes no liability for loss or damages, howsoever caused, of goods, exhibits, or other materials owned, rented or leased by exhibitor.

**23. Other Rules & Regulations**

Show Management shall have sole power to interpret, amend and enforce rules and regulations. SIMA shall provide Exhibitor with written notice of any change to the rules and regulations. In the event of a conflict between the rules and regulations and this Agreement, this Agreement shall control.