

• SIA TERMS OF AGREEMENT:

The SIA Snow Show is an annual trade show sponsored by SnowSports Industries America (SIA), a nonprofit trade association. The SIA Show provides an opportunity for SIA members to exhibit their products in a professional, orderly and business-like environment for the mutual benefit of all participants. The SIA Shows are not open to the general public.

1. PERMITTED EXHIBITORS

SIA members who are in good standing may apply for exhibit space at the SIA Show and shall have the first right to all available space.

2. EXHIBIT ASSIGNMENTS

Exhibit space is assigned to the Exhibitor on the basis of priority, availability and need, with assignments made in the best interest of SIA members and the SIA Show. SIA shall have the right to limit the total square footage of exhibit space requested by the Exhibitor. After the Exhibitor has been notified of his/her specific exhibit space assignment, the total rental fees for that exhibit space must be received at SIA Headquarters (8377-B Greensboro Drive, McLean, VA 22102, F: 703.821.8276) on or before the specified due date. SIA reserves the right to reassign any exhibit space not paid for by the Exhibitor. Reinstated or alternative space is subject to a ten percent (10%) penalty.

3. PAYMENT POLICY

All Exhibitors must pay membership dues and space fees in full before being allowed to exhibit. **All payments must be received by the specified due date(s) or trade show space is forfeited.** Once space is forfeited for non-payment, all past due balances, including any late or penalty fees, must be paid before reassignment of another exhibit space. Please note: reassignment of exhibit space in these cases is made without regard to priority. All late payments are assessed a late fee of 1.5 percent per month. **Membership dues, exhibit space deposits and late fees are non-refundable.**

4. CANCELLATION POLICY

Any cancellation of this Contract shall be in writing and shall be submitted to SIA. In the event of cancellation for any reason, the following penalties shall be imposed:

- Cancellation 60 days or more prior to event, will forfeit deposit only.
- Cancellation 59-30 days prior to event, will forfeit 50 percent (50%) of total exhibit space fees (including deposit).
- Cancellation 29 days or less prior to event, will forfeit 100 percent (100%) of exhibit space fees (including deposit).

Note: if an Exhibitor cancels 29 days or less prior to event, they are still liable for full payment of exhibit space fees.

5. ALCOHOLIC BEVERAGES

The possession or use of alcoholic beverages, except in SIA designated areas, is prohibited. Alcoholic beverages may not be served by any Exhibitor in an exhibit booth until after 5PM during the official Show hours.

6. COMPLIANCE WITH LAWS

The Exhibitor and his/her employees, representatives, agents and guests shall comply with all of the applicable laws, regulations and ordinances of the United States, the State and the County and shall comply with all of the applicable rules and regulations of the local Police and Fire Departments and the Convention Center.

The possession, distribution or use of DRUGS or FIREARMS at the SIA Show by the Exhibitor or any of his/her employees, representatives, agents or guests shall result in the immediate removal of the violator(s) and notification to the local Police Department.

7. FIRE REGULATIONS

The Exhibitor shall comply with all of the applicable rules and regulations of the local Fire Department. Without limiting the foregoing:

- a) All materials used in the construction of the booth and all decorative materials (drapery, table coverings, banners, foam board, signs, set pieces, etc) within Exhibitor booths and those used for special events must be non-combustible or made flame retardant. Certificates of flame retardant treatment must be submitted to the Colorado Convention Center Fire Protection Department along with samples of said materials prior to construction of the booth. You must maintain copies of flame certificates on premises, as the Colorado Convention Center Fire Protection Department can require verification at any time. Utilizing cardboard boxes as parts of exhibits or displays is not permissible.
- b) All packing material must be flameproof.
- c) Merchandise shall not be packed in paper, straw or excelsior. Merchandise packed in flammable material may not be brought into the exhibit hall.
- d) Explosive and flammable materials (including aerosol cans) are prohibited.
- e) All electrical equipment must be U.L. approved and must be wired in accordance with the rules of the Convention Center.
- f) Motor vehicles may be used for display purposes, provided that the Exhibitor follows these rules:
 - Less than 1/8 tank of fuel.
 - Batteries to be removed or disconnected.
 - Locking gas caps or caps sealed with tape.
 - Ignition keys removed.
 - Propane tanks to be removed.
 - Each vehicle must be equipped with its own fire extinguisher.
 - Visqueen or other protective covering approved by CCC placed underneath vehicle.

8. BOOTH CONSTRUCTION

All exhibits must be freestanding and self-supporting. All exhibits must also fit within the assigned dimensions and not infringe upon the space of neighboring exhibits or the common aisle ways.

9. BOOTH AND DISPLAY HEIGHTS

The maximum booth and display height is 12 feet (12'), unless the Exhibitor obtains prior written approval from SIA Show Management to increase portions of the display height up to a maximum of 20 feet (20'). Exhibitors wishing to exceed the 12 foot (12') height limit must request prior approval in writing by submitting their design plans to the SIA Show Management at least 60 days prior to the event.

Exhibitors wishing to hang signs or banners from the ceiling at a height above 12 feet (12') must also submit design plans to SIA Show Management 60 days prior to the event. The official Show decorators must hang all signs and banners hung from the ceiling.

Banners or walls extending above 12 feet (12') may not cover more than 50% of the booth dimension it faces, except in perimeter booths, they may cover 100% of the dimension. No display part may cover exit or safety equipment signs.

10. DOUBLE-DECKED BOOTHS

Any Exhibitor with an exhibit that includes an upper deck or covered area must submit his/her plans for prior approval to the Convention Center's Fire and Safety Department. Copies of the plans must also be sent to SIA Headquarters (8377-B Greensboro Drive, McLean, VA 22102; F: 703.821.8276) along with a copy of the Convention Center's approval, for SIA Show Management approval, prior to construction. Double-Decked or covered exhibits must also follow the height regulations above. Exhibits without approval will be closed and removed.

11. SIGNS, DECORATIONS AND DISPLAYS

- a) Signs, decorations and displays must pertain primarily to the Exhibitor's products or brand names and be in good taste.
- b) Signs of any size that face directly into an adjoining Exhibitor's booth are not permitted. This includes company logos, etc. that are painted on or affixed to the exterior of an exhibit's perimeter walls.
- c) Signs, decorations and displays in public view must be covered or finished on both sides. Unfinished sides will be draped by SIA Show Management at the Exhibitor's expense.
- d) Only very light signs, posters, decorations, displays or samples may be attached to or hung from booth draping.
- e) Each Exhibitor is responsible for damage caused by his/her signs, decorations and displays to the exhibit building or surrounding booths and shall be charged for any such damage.

12. FASHION SHOWS OR PRODUCT DEMOS

Adequate seating must be provided by each fashion show Exhibitor and product demonstration. Seating must be entirely within the perimeter of the exhibit booth and may not extend into any aisle or public space. Persons standing at a fashion show or product demonstration are permitted only if they are entirely within the booth. Standing or loitering in the aisles is prohibited. The Fire Marshal has directed SIA to immediately stop any fashion show or product demonstration if the audience is blocking any aisle.

13. MECHANICAL/ACTION EXHIBITS

Requests to use half pipes, trampolines, roller skis, inclined planes, mechanically moving inclines, or other mechanical, action or moving exhibits must be submitted in writing for approval from SIA Show Management 60 days prior to the event. If permission is granted, the Exhibitor may be required to obtain additional insurance. The use of mechanical robots as promotional devices is permitted only inside the sponsoring Exhibitor's booth. Such devices must be moved into and out of the Exhibitor's booth in a dormant or non-operable condition.

14. UNION LABOR

Exhibitors shall use union labor at the SIA Show(s) in accordance with applicable union rules and regulations listed in the Exhibitor Service Manual.

15. REGISTRATION OF PRODUCTS

All products on exhibit or for sale in any Exhibitor's booth must be listed in the SIA Show Directory or registered with the SIA Show Management prior to the opening of the SIA Show. Unregistered products will be considered booth sharing and subject to fines.

16. SET-UP DEADLINE

All work involved in the erection and/or preparation of an exhibit, whether done by the official decorating contractors or others, must be completed prior to the official opening of the SIA Show.

17. NO CHILDREN ADMITTED DURING MOVE-IN AND MOVE-OUT

Except for models engaged in rehearsals, no children under the age of 16 years will be admitted on the SIA Show floor during move-in and move-out periods.

18. STORAGE

Empty boxes, crates, unused parts of exhibits and displays, etc. may not be stored behind drapes or between the booths and must be removed from the exhibit hall.

19. SECURITY

SIA shall not be liable for any injury, loss or damage to the Exhibitor or any of his/her employees, representatives, agents or guests, nor any of his/her property, due to or arising from the action or inaction within the exhibit hall during the SIA Show of any security service and/or its employees employed by SIA.

20. INSURANCE

SIA provides the Exhibitor with insurance covering liability that may arise in connection with the exhibit space leased from SIA and the Exhibitor will be billed for his/her pro rata share of this insurance. The limits of this insurance are \$1,000,000 for each occurrence and in the aggregate.

If the Exhibitor participates in any type of demonstration activity, he/she may be required to provide additional insurance, at SIA's sole discretion. The Exhibitor is strongly urged to obtain additional insurance covering his/her merchandise while at the Show and in transit.

21. ASSIGNMENT AND BOOTH SHARING

This Contract and any rights of the Exhibitor hereunder, may not be assigned without the prior written consent of SIA. Sharing of exhibit space is prohibited.

22. PUBLICATION DISTRIBUTION

All publications distributed at the SIA Show must be approved by SIA. Requests for approval must be received by SIA at least thirty (30) days prior to the opening of the SIA Show. Specific rules governing publication distribution are as follows:

- Distribution of Exhibitor publications will be made only from publication distribution areas designated by SIA.
- Trade publications or consumer publications will be distributed upon payment of appropriate fees set by SIA.
- Digital press kits produced by members of SIA will be distributed online in our Digital Press Room at no charge. Printed press kits and USB drives will not be distributed in the SIA Press Room.

Any Exhibitor may distribute publications related to his/her business from his/her exhibit booth throughout the Show.

23. RULES AND REGULATIONS

The Exhibitor and each of his/her employees, representatives, agents and guests shall comply with the Rules and Regulations and made a part hereof (the "Rules and Regulations"). SIA shall have the sole and exclusive authority to formulate, interpret and enforce the Rules and Regulations. SIA reserves the right to make such further rules and regulations and to impose such standards of conduct as it deems reasonably necessary, from time to time, in order to ensure the professional, orderly and business-like production and operation of the SIA Show. Please familiarize yourself and your employees, representatives, agents and guests with the Rules and Regulations. Additional copies can be sent to you if you wish. To order additional copies of the Rules and Regulations, contact SIA Headquarters at 703.556.9020.

24. GOVERNING LAW

This Contract shall be governed by the laws of the State, without giving effect to the conflict of laws rules thereof.

• SIA SHOW RULES & REGULATIONS:

These Rules and Regulations are applicable to all persons attending the SIA Show, including Exhibitors and their employees, representatives, agents, contractors and guests.

1. **IDENTIFICATION BADGES**

SIA-provided identification badges and badge holders with names prominently displayed must be worn around each attendee's neck. Badges suspected of being forged will be confiscated by security. Security has the right to require the presentation of a photo ID from the badge holder to prove his/ her identity.

2. **ETHICAL AND DIGNIFIED CONDUCT**

Exhibitors are responsible for the conduct of their employees, models, pro skiers and riders, service personnel, representatives, agents and guests and all such persons shall conduct themselves in an ethical and dignified manner at all times.

- Shoes and shirts must be worn by all attendees.
- Nudity of any sort is forbidden.
- Any type of immoral conduct is prohibited.
- The possession, distribution or use of illegal drugs or firearms is prohibited.

3. **REGISTRATION OF PRODUCTS**

All products on exhibit or sold in any Exhibitor's booth must be listed in the Show Directory or registered with SIA Show Management prior to the opening of the SIA Show.

4. **OPERATION & CONTENT OF EXHIBITS**

Exhibitors will keep their exhibit space open and staffed at all times during Show hours. Exhibits may **NOT** be closed, dismantled or partially dismantled prior to the official closing time of the SIA Show. Any company that begins breakdown of its exhibit prior to the official close of the Show will face severe penalties.

SIA reserves the right to impose appropriate standards of conduct in connection with the operation and contents of exhibits. If in the judgment of SIA, the operation and/or content of any exhibit are deemed objectionable by SIA or in any way adverse to the professional, orderly and efficient conduct and operation of the SIA Show, the display and materials and/or persons within the exhibit space shall be subject to immediate removal from the Show. This reservation of rights extends to persons, things, conduct, printed and video material, or conduct of the Exhibitor; his/her employees, representatives, agents and guests, inside or outside the exhibit space or things printed and video materials distributed in, viewed from, or located inside or outside the exhibit space.

BEVERAGES/FOOD

Alcoholic beverages may not be served by Exhibitors in the exhibit booth prior to 5PM.

All food and beverages must be ordered from the official SIA Show caterer. No food or beverage is allowed to be brought into the exhibit hall from outside sources. Food or drink that is found in an exhibit booth not ordered from the official SIA Show caterer will be subject to removal and/or appropriate usage fees.

5. **PARTIES**

No parties are permitted in an Exhibitor's booth during the official Show hours.

6. **NOISE LEVELS**

Music and noise levels generated by an exhibit cannot disrupt the business activity of other Exhibitors. SIA Show Management has the right, in its sole and absolute discretion, to remove the device and/or activity that produce the noise or music.

7. **FASHION SHOWS & PRODUCT DEMONSTRATIONS**

Adequate seating must be provided for each fashion show and product demonstration. Seating must be entirely within the perimeter of the exhibit booth and may not extend into any aisle or public space. Persons standing at a fashion show or product demonstration are permitted only if they are entirely within the booth.

Standing or loitering in the aisles is prohibited. The Fire Marshal has directed SIA to immediately stop any fashion show or product demonstration if the audience is blocking any aisle.

8. AISLE CONGESTION

No exhibit may be operated in such a way as to block an aisle or otherwise interfere with another Exhibitor's booth.

9. MECHANICAL ROBOTS

Mechanical robots used as promotional devices are permitted only inside the sponsoring Exhibitor's booth. Such devices must be moved into and out of the sponsoring Exhibitor's booth in a dormant or non-operable condition.

10. ANIMALS

Live animals, birds and/or fish are prohibited in the SIA Show. The only exception being for disabled assistance.

11. PROMOTIONAL GIVEAWAYS

Hazardous or nuisance-causing promotional giveaways, such as balloons, noisemakers or other items of a carnival nature, may not be distributed at the SIA Show.

12. STICKERS

Stickers placed on property other than the exhibit of the brand name on the sticker will result in fines to the brand name company on the sticker of at least \$50 per sticker.

13. BOOTH SHARING

The sharing of exhibit space is prohibited. Any Exhibitor determined to be sharing his/her booth space will be subject to a substantial fine.

14. PRIVACY

No Exhibitor, nor such Exhibitor's employees, representatives, agents or guests, may enter the exhibit area of another exhibit without specific authorization from the other Exhibitor.

15. SOLICITING

The soliciting of business in the aisles and public areas by Exhibitors and their employees, representatives, agents or guests is prohibited.

16. SALES OF PRODUCTS

Sale of products or samples at the SIA Show for delivery at the Show is strictly prohibited.

17. REMOVAL OF SAMPLES

No samples or merchandise, including salespeople's samples for display, may be removed from the SIA Show floor during Show hours.

18. PRIVATE SHOWS

During the official SIA Show hours, no Exhibitor/member or his/her representatives may conduct any privately scheduled display of his/her merchandise or conduct any social function involving buyers and/or retailers away from the exhibit floor, or otherwise take any action that would tend to draw buyers and/or retailers away from the exhibit floor.

19. ACTIVITIES

Skateboarding, in-line skating, skating or similar sporting activities are not permitted in the Exhibit facility public areas or in any aisles of the SIA Show.

20. CHILDREN PERMITTED ON LIVE SHOW DAYS

Children under age 16 are permitted on the Show floor during live Show days but are required to have a hold harmless agreement relieving SIA of any and all liability due to the death or injury of the child or the child's actions. This agreement, which can be picked up at the SIA Show Registration booth, is signed by the child's parent or guardian and submitted to Show Management prior to entry. Each child must have a badge.

21. MODELS

Models are considered to be employees of Exhibitors. Exhibitors must control and are responsible for the conduct of their models. Models must remain in their own exhibit area throughout the SIA Show. Models are not permitted in other Exhibitors' booths and are not permitted in the aisles or public areas while wearing the Exhibitor's products. Models may not attend any SIA Show function while wearing the Exhibitor's products.

22. GUESTS

The Exhibitor must properly register all guests. Exhibitors are fully responsible for the conduct of their guests.

23. PUBLICATION DISTRIBUTION

All publications distributed at the SIA Show must be approved by SIA. Requests for approval must be received by SIA at least thirty (30) days prior to the opening of the SIA Show. Specific rules governing publication distribution are as follows:

- Distribution of Exhibitor publications will be made only from publication distribution areas designated by SIA.
- Trade publications or consumer publications will be distributed upon payment of appropriate fees set by SIA.
- Digital press kits produced by members of SIA will be distributed online in our Digital Press Room at no charge. Printed press kits and USB drives will not be distributed in the SIA Press Room.

Any Exhibitor may distribute publications related to his/her business from his/her exhibit booth throughout the Show.

24. ADVERTISING

Advertising by any means (including television, radio, billboard, magazines, etc.) that solicits the general public to attend the SIA Show is prohibited. Any advertising during the SIA Show, which reaches the general public, cannot include the Exhibitor booth location.

25. EXHIBIT HALL CLOSING

The exhibit hall will close each evening at 8PM. All Exhibitors must be out of the exhibit hall at that time. Sleeping in the exhibit booths is prohibited.

26. NON-EXHIBITING MEMBERS

Any regular or associate member of SIA who elects not to exhibit in the annual trade show will be permitted to enter the hall only upon payment of appropriate non-exhibiting registration fees.

27. UNION LABOR

Exhibitors shall use union labor at the SIA Show in accordance with applicable union rules and regulations.

28. STORAGE

Empty boxes, crates, unused parts of exhibits and displays, etc. may not be stored behind drapes or between the booths and must be removed from the exhibit hall.

29. COMPLIANCE WITH LAWS

The Exhibitor and his/her employees, representatives, agents and guests shall comply with all of the applicable laws, regulations and ordinances of the United States, the State and the County and shall comply with all of the applicable rules and regulations of the local Police and Fire Departments and the Convention Center.

The possession, distribution or use of DRUGS or FIREARMS at the SIA Show by the Exhibitor or any of his/her employees, representatives, agents or guests shall result in the immediate removal of the violator(s) and notification to the local Police Department.

30. HOLD HARMLESS & INDEMNIFICATION

Each Exhibitor shall indemnify and hold harmless SIA, Colorado Convention Center and Visit Denver and each of their respective officers, employees, agents, contractors, representatives, successors and assigns, from and against any and all claims, demands, actions, causes of action, penalties, judgments and liabilities of every kind or description whatsoever (including, without limitation, reasonable attorney's fees) due to or arising from, directly or indirectly, any action or inaction of the Exhibitor and/or its employees, representatives, agents, contractors or guests, including, without limitation, injury or death to any person or loss or damage to any property.

31. WAIVER OF LIABILITY; SUBROGATION

SIA shall not be held responsible for the injury or death of any person or any loss or damage to any property that may occur to any Exhibitor and/or any of his/her employees, representatives, agents or guests, during the SIA Show from any cause whatsoever, and each Exhibitor expressly releases SIA from and agrees to indemnify and hold harmless SIA from any such injury, death, loss or damage. Each Exhibitor hereby agrees to waive his/her right of subrogation against SIA and the exhibit facility.

32. COMPLAINTS/COMMUNICATIONS

All complaints on the part of any Exhibitor and all requests for trade show information and assistance should be directed to the SIA Show Management in writing, not to the management of the Convention Center.

33. VIOLATION OF RULES & REGULATIONS

Violation of the Rules and Regulations may subject the violator to one or more of the following:

- Fines up to \$10,000.
- Immediate closure of the exhibit.
- Immediate removal of the violator from the SIA Show. If the violator is a company, immediate removal of the company and its employees, representatives, agents and guests from the SIA Show.
- Expulsion from SIA membership.
- Loss of exhibitor priority for future SIA Shows.
- Loss of right to receive any registration lists.

SIA shall not be liable for any claim for damages, including, without limitation; loss of profit, incidental losses or any other damages of any kind whatsoever arising from its removal of an Exhibitor and/or its exhibit and/or any of its employees, representatives, agents or guests, or all or any part of its exhibit, from the SIA Show. Such removal shall not entitle the Exhibitor to any refund of deposits, booth space rentals, charges for services or other charges or expenses incurred by the Exhibitor in setting up and conducting operations - in the exhibit space.

Once removed, the Exhibitor and any of his/her employees, representatives, agents and/or guests will not be readmitted to the Show halls.

34. INTERPRETATION OF RULES AND REGULATIONS

SIA shall have the sole and exclusive authority to formulate, interpret and enforce the rules and regulations set forth herein or in any other materials incorporated herein and made a part of these Rules and Regulations. SIA reserves the right to make such further rules and regulations and to impose such standards of conduct as it, from time-to-time, deems reasonably necessary in order to ensure the professional, orderly and business-like production and operation of the SIA Snow Show.