

APPLICATION AND CONTRACT TERMS AND CONDITIONS

This Application and Contract to participate in the AACVPR 40th Annual Meeting at the Palm Beach County Convention Center ("Facility") over September 17-19, 2025 including but not limited to move-in and move out dates ("Event Dates") shall become effective when it has been submitted by the exhibiting company and accepted by the AACVPR. The individual signing this Application and Contract represents and warrants that he/she is duly authorized to execute this binding Application and Contract on behalf of the exhibiting company. By signing below, the exhibiting company agrees to be bound by the terms and conditions below. The exhibiting company agrees that upon acceptance of this Application and Contract by AACVPR, with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application and Contract, together with the terms and conditions below, (collectively "this Contract") shall become a legally binding contract between AACVPR and exhibiting company ("Exhibitor").

1. BOOTH RENTAL FEE
\$3,000 per 10' x 10'
\$350 corner fee

For purposes of this Contract, the amount of the rental cost associated with the booth selected by Exhibitor is referred to as the "Exhibit Booth Fee."

2. ASSIGNMENT OF SPACE

For all Contracts received on or before March 25, 2025 space is assigned March 25, 2025 via online space selection based on priority points.

For all Contracts received on or after March 25, 2025

space will be assigned on a first-come, first-served basis starting the week after the online space selection is complete.

If an Exhibitor is acquired by another exhibitor after their initial space selection, the acquired exhibitor can move to the acquiring exhibitor's booth without any financial liability. Alternatively, the acquired exhibitor may retain its contracted space to exhibit its own products and also may display the company name of the acquiring exhibitor but not the acquiring exhibitor's products.

Exhibitor should frequently review its space location and changes to neighboring booths/areas for updates to the floor plan. It is the Exhibitor's responsibility to keep up with changes to their assigned area. AACVPR anticipates alterations to the initial plan and cannot be held responsible for changes that may affect a participating Exhibitor's selection of space.

AACVPR will maintain a waitlist for any Exhibitor who wishes to be placed in a different booth location after their initial selection. To be added to the waitlist, Exhibitor shall submit a written request, including the requested size of space to exhibits@aacvpr.org.

Exhibitors are added to the waitlist on a first-come, first-served basis based on date and time of email receipt by AACVPR.

AACVPR reserves the right to change Event hours or dates, to rearrange the floor plan, and/or to relocate any Exhibitor as it deems necessary at any time.

3. PAYMENTS, CANCELLATIONS (FULL OR PARTIAL) & REFUNDS

Following the receipt of invoice for Payments can be made by ACH/wire or check. Checks must be

payable to AACVPR and can be remitted to the following address via the U.S. Postal Service:
AACVPR Exhibits and Sponsorship Lockbox 778337
8337 Solutions Center
Chicago, IL 60677-8003

Alternatively, Exhibitor may remit via overnight carrier (e.g., FedEx) to the following address:
AACVPR Exhibits and Sponsorship Lockbox 778337
8337 Solutions Center
Chicago, IL 60677-8003

For ACH/wire payments, please email exhibits@aacvpr.org for remittance instructions. Cancellation of exhibit space must be directed via email to exhibits@aacvpr.org, provided that the cancelling Exhibitor obtains confirmation of AACVPR's receipt of the email on or before the cancellation deadline.

For cancellations of space received between the initial space selection and June 13, 2025, Exhibitor is responsible for, and AACVPR shall be entitled to retain, 50 percent of the total Exhibit Booth Fee as a cancellation fee. Sponsorships and additional registrations are non-refundable, regardless of cancellation date.

Full payment is required and no refunds whatsoever will be made on cancellations or reductions of space on or after June 13, 2025. Should an Exhibitor cancel even partial space on or after June 13, 2025 the Exhibitor is responsible for the full Exhibit Booth Fee for the originally contracted exhibit space.

Notwithstanding the foregoing, Exhibitor will have no right to cancel all or any portion of assigned exhibit space or this Contract subsequent to AACVPR's cancellation of the Event pursuant to Section 7. AACVPR reserves the right to hold or revoke Exhibitor badges for any Exhibitor with an unpaid balance and to instruct all official show contractors to deny goods and services.

4. CANCELLATION OR CHANGES TO AACVPR 40th Annual Meeting BY AACVPR

If for any reason beyond AACVPR's control AACVPR determines that AACVPR 40th Annual Meeting must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor understands and agrees that AACVPR shall not refund any amounts Exhibitor paid towards the Exhibit Booth Fee and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of AACVPR or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to AACVPR for space at the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc. Exhibitor, as a condition of being permitted by AACVPR to be an Exhibitor in the Event, agrees to indemnify, defend and hold harmless AACVPR, its directors, officers employees, agents and subcontractors from any and all loss which Exhibitor may suffer as a result of Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside AACVPR's control. The terms of this provision shall survive the termination or expiration of this Contract.

5. ELIGIBILITY TO EXHIBIT

AACVPR reserves the right to determine the eligibility of any exhibitor for inclusion in the Event and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of AACVPR, the

exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. Exhibitor's eligibility to exhibit in the Event must remain in effect from the time of submission of the Contract to the time of the Event and should AACVPR determine that Exhibitors no longer eligible to exhibit at the Event (though previously deemed eligible), AACVPR may notify the Exhibitor and may terminate this Contract without liability upon written notice to Exhibitor.

6. SUBLETTING OF EXHIBIT SPACE PROHIBITED

Exhibitor is prohibited from assigning or subletting a booth or any part of the space allotted to it nor shall it exhibit or permit to be exhibited in its space any products or advertising materials which are not a part of its own regular products, or which are not compatible with the purpose and/or character of AACVPR 40th Annual Meeting as determined by AACVPR in its sole discretion.

7. PROMOTIONAL ACTIVITIES

Further, Exhibitor shall not engage in any promotional activities which AACVPR determines to be outside the purpose and/or character of the AACVPR 40th Annual Meeting as determined by AACVPR in its sole discretion.

8. RETAIL SALES

No retail sales, where payment is received and product delivered, are permitted in the exhibit hall of the Event ("Exhibit Hall") at any time. Payment and/or orders may be taken for future delivery.

9. INTELLECTUAL PROPERTY MATTERS

The Exhibitor represents and warrants to AACVPR that no materials used in or in connection with its exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify AACVPR of any information of which Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Exhibitor agrees to indemnify, defend and hold AACVPR, officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorneys' fees) arising out of or related to claims of infringement by Exhibitor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

Notwithstanding the foregoing, AACVPR, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Exhibitors. The terms of this provision shall survive the termination or expiration of this Contract.

10. USE OF AACVPR NAME

AACVPR, AACVPR 40th Annual Meeting, and Event logo are registered trademarks owned by the AACVPR. Participation by Exhibitor in the Event does not entitle Exhibitor to use such names or logos, except that Exhibitor may reference the Event and use the Event logo with reference to Exhibitor's participation as an exhibitor at the AACVPR 40th Annual Meeting.

Participation in the Event does not imply endorsement or approval by AACVPR of any product, service or participant and none shall be claimed by

any participant.

11. SET-UP TIME

Set-up of exhibits begins in the Facility at 8:00 am on Wednesday, September 17, 2025. Early exhibitor move in is available upon request, please email exhibits@aacvpr.org. If an exhibit is not set-up by this time, AACVPR reserves the right to cancel such space, to re-assign such space to another Exhibitor, or to make such other use of the space as deemed necessary or appropriate. AACVPR reserves the right to set-up the exhibit or remove the freight from the booth at the Exhibitor's expense. AACVPR reserves the right to modify move-in/Show Hours/move-out, in which case all Exhibitors will be notified prior to the effective date of such changes. No refund will be made to the original contracting Exhibitor with respect to AACVPR's election of any rights under this Section 14.

12. EVENT HOURS (in Exhibit Hall)

Wednesday, September 17, 2025: 4:00 pm – 6:30 pm

Thursday, September 18, 2025: 9:15 am – 10:30 am

11:45 am – 1:30 pm

Friday, September 19, 2025: 9:00 am – 10:30 am

13. DISMANTLING OF EXHIBITS

Exhibits are to be kept intact until the closing of the Exhibit Hall. No part of an exhibit shall be removed during the Show Hours without special permission from AACVPR. Should Exhibitor begin dismantling its booth before the close of the Exhibit Hall may lose part or all of its priority points and may entirely lose the privilege of exhibiting at future AACVPR events. All freight must be removed from Facility by 3:00 pm on Friday, September 19, 2025. If exhibits are not removed by this time, AACVPR reserves the right to remove exhibits and charge the expense to Exhibitor and AACVPR shall have no liability for any loss or damage to Exhibitor's exhibit property caused by such removal.

14. BADGES

Exhibitor will be provided 3 complimentary Exhibitor badges per 100 sq. ft. of exhibit space purchased which include access to entrance during set-up and teardown, entrance 1-hour prior to the start of the show and any functions held in the Exhibit Hall. Complimentary Exhibitor badges do not include entrance to educational sessions or events. Additional Exhibit Hall Only registrations can be purchased for \$170 each. Exhibitor badges are for Exhibitor's full and part time employees or contractors. Exhibitor badges allow access to the Exhibit Hall during the following move-in, Show Hours and move-out.

Event attendees do not have access to the Exhibit Hall until Wednesday, September 17, 2025 at 4:00 pm. Should Exhibitor give its badges to an Event attendee in order for the attendee to gain access to the Exhibit Hall prior to this time may, at the sole discretion of AACVPR, lose part or all of its company's priority points, and may entirely lose the privilege of exhibiting in future AACVPR events. AACVPR reserves the right to give an Exhibit Hall Pass to any Exhibitor or Event attendee in order to grant them access to the Exhibit Hall at any time.

15. MINIMUM AGE FOR ADMISSION

Children under the age of 16 are not permitted in the Exhibit Hall at any time. Any attendees or exhibitors arriving with children under the age of 16 will be denied access to the Exhibit Hall with such children without any exceptions or refunds.

16. EXHIBITOR LIABILITY

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Facility and in the Exhibit Hall. Neither AACVPR, its directors, officers, employees, agents, subcontractors, nor SmithBucklin, (collectively "Show Management") are responsible for Exhibitor's property or any loss thereto from any cause. EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF THE SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

17. INDEMNIFICATION

Exhibitor agrees that it will indemnify, defend and hold Show Management, AACVPR, their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Exhibitor, its employees, agents or contractors; b) the failure by Exhibitor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Exhibitor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Show Management by Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management. Exhibitor agrees that if Show Management or AACVPR is made a party to any litigation commenced by or against Exhibitor, or relating to this Contract or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT OR AACVPR BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

18. INSURANCE

Exhibitor is required to maintain and to provide a certificate of insurance to Show Management on or before August 21, 2025 evidencing the following:

- (a) General liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate
- (b) Owned (if applicable), hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence
- (c) Workers' compensation with state statutory limits
- (d) Employer's liability with limits not less than \$500,000
- (e) Commercial umbrella liability with limits not less than \$5,000,000
- (f) Personal property and equipment on a special form replacement cost basis

AACVPR, SmithBucklin Corporation and the Palm Beach County Convention Center, are to be listed as additional insureds on a primary and non-contributory basis with respect to general/auto/umbrella liability.

A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A- VII.

Exhibitor will not be permitted to set up its booth prior to submitting the proper certificates. Certificates should be sent to: exhibits@aacvpr.org