

# Overland Expo Mountain West 2025

## Exhibit Space Agreement Terms and Conditions

1. **Defined Terms:** “Agreement” means, collectively, (i) the Exhibit Space Contract for the Event and any ancillary documents associated therewith, including any Exhibitor Service Manual and notice of booth space assignment provided by Emerald to Exhibitor, and (ii) these Terms and Conditions. In the event of any conflict among the terms of such documents, the terms of these Terms and Conditions shall prevail. “Event” means Overland Expo Mountain West 2025. “Emerald” means Emerald X, LLC, the owner and organizer of the Event. “Exhibitor” or “you” means the company, organization, entity, or individual entering into this Agreement, as identified on the Exhibit Space Contract, and “your” and “yours” shall have correlative meanings. “Intellectual Property” means any and all rights in any trademark, tradename, logo, design, domain name, original work of authorship and related copyrights, database rights, designs, all proprietary rights, and all other intangible property in which any person holds any proprietary right, title, interest, or protection, however arising, under the trademark, copyright, patent and/or similar laws of any jurisdiction. “Venue” means the exhibition areas, parking lots, air space and grounds of The Ranch Even Complex, Loveland, CO, on which the Event is conducted.
2. **Agreement Acceptance, Eligibility, and Payment:** This Agreement becomes binding and effective when manually signed (if submitted in paper form) or submitted electronically by Exhibitor after checking the “Agree” box on the electronic application form, and accepted by Emerald by issuing a booth space assignment confirmation or otherwise confirming in writing Exhibitor’s booth reservation. Emerald may refuse acceptance of any Event application in its sole discretion. Eligibility to exhibit at the Event is generally limited to individuals or entities that supply products and/or services relevant to the Event. Applicants may be required to submit a description of the nature of their business and the items to be exhibited. Emerald, and its respective successors and assigns, shall be authorized to rely upon (i) the signature of the Exhibitor hereto on this Agreement (if manually signed) which is delivered by facsimile, email or PDF; or (ii) the electronic signature submitted by clicking the “I agree” box on the electronic application form or otherwise, as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement with original ink signatures of each person and entity.
3. **Payment: Deposit must be received in full according to the below terms to receive a booth space assignment.** Booth space is not guaranteed if full payment is not received when due. For applications submitted electronically, payment will be automatically charged and applied according to the payment schedule stated therein. Payment is due in full (100%) for Overland Expo West at time of registration and booth selection. Payment for Overland Expo SoCal, Pacific Northwest, Mountain West, and East is due as follows; 20% deposit at time of registration and booth selection, balance due 90 days before event. If an order is received within 90 days of any event, payment is due in full (100%) at the time the

order is received. Payment for all other applications must be made in accordance with the Exhibit Space Contract. Emerald has the right to charge Exhibitor a late fee of up to 1.5% per month, or the maximum amount allowable by applicable law, on all outstanding amounts owed by Exhibitor to Emerald. Emerald reserves the right, in its sole discretion, to apply any or all payments received for the Event to any or all outstanding invoices owed to Emerald, including amounts due for ad insertions, sponsorships, booth space, or any other product or services offered by Emerald for which Exhibitor has a balance due. All fees paid by Exhibitor to Emerald are non-refundable except as specifically set forth herein. Exhibitor's payment obligations shall survive any termination of this Agreement.

4. **Assignment of Space; Exhibit Space Occupancy, Use and Departure:** Exhibit space for the Event shall be assigned by Emerald in its sole discretion. Emerald reserves the right to change any aspect of the floor plan (including, but not limited to, size, shape and orientation) or to move Exhibitor to another similar size booth location prior to or during the Event for any legitimate reason, in Emerald's reasonable discretion. Exhibitor may not assign, sublet, share or license all or any portion of its exhibit space with any third party, except with the prior written consent of Emerald and only if such third party expressly agrees to these Terms and Conditions.

Move-in/Setup: Wed. August 20<sup>th</sup>, 2025 Noon to 6pm & Thur. August 21<sup>st</sup>, 2025 8am to 6pm

Exhibition Days: Fri. August 22<sup>nd</sup>, 2025 8am-5pm, Sat. August 23<sup>rd</sup>, 2025 8am-5pm, Sun. August 24<sup>th</sup>, 2025 9am-3pm

Teardown/Move-out: Sun. August 24<sup>th</sup>, 2025 3:30pm –9pm & Mon. August 25<sup>th</sup>, 2025 8am-12noon

If Exhibitor does not begin installing its display in its assigned space at least twenty-four (24) hours prior to the Event opening or leaves its space unattended at any time during published Event hours, Emerald shall have the right to take possession of the space with no refund to Exhibitor. All exhibits must be open for business at all times during the Event. If the Exhibitor, through circumstances beyond its reasonable control, is delayed in arrival or set-up, it must notify the appropriate Emerald contact immediately.

Additionally, (a) all labor performed by contractors must be complete by two (2) hours prior to published "Event Open Times" and no attendees may visit the exhibit prior to the opening of the Event; (b) Exhibitor must vacate its exhibit by [noon] local time on [Mon. August 25<sup>th</sup>, 2025]; (c) no one under 18 years of age (or as required by the applicable Venue) shall be admitted on the show floor during move-in/out days of the Event; and (d) no breakdown, dismantling of exhibit, or sale and subsequent removal of exhibit merchandise is permitted before the Event officially ends. If Exhibitor violates subsection (d) hereof, it will be assessed an early breakdown fee of \$500 and may be denied booth space access at future events. Exhibitors leaving excessive materials in their space at the end of the published move-out time will be invoiced for labor costs to remove such materials and for any disposal charges.

5. **Termination by Emerald:** Notwithstanding anything herein to the contrary, Emerald, in its sole discretion, may terminate this Agreement at any time, including during the Event, if: (i) Exhibitor fails to perform or comply with any material term or condition of this Agreement or if any representation or warranty made by Exhibitor is untrue or breached; (ii) Emerald determines that any product or promotional material or any element of Exhibitor's display or activation (collectively, "Display Materials") is inappropriate, offensive, may subject Emerald or any other Exhibitor to ridicule or scorn, presents a risk of injury or damage to any person or property at the Event, or violates or infringes any Intellectual Property rights or right of privacy or publicity of a third party; (iii) Exhibitor or any of its employees or agents at the Event disrupts the Event or detracts from the general character of the Event or interferes in any way with another exhibitor or attendee; or (iv) Exhibitor becomes insolvent, makes any assignment for the benefit of creditors, enters liquidation or has a receiver or trustee appointed for the benefit of creditors, whether voluntary or otherwise, or seeks the protection of, or has a proceeding instituted against it under the bankruptcy code or any similar statute. In the event of termination in accordance with this Section 5, Emerald may evict Exhibitor from the Event, without a refund of any Fees or liability to Exhibitor of any sort, and without a reduction in fees owed by Exhibitor to Emerald. Nothing in this Section 5 is intended to limit or preclude any other remedy Emerald may have pursuant to this Agreement or applicable law.

[Additionally, Emerald may terminate this Agreement for convenience at any time for any reason by providing written notice to Exhibitor. Upon such termination for convenience, Emerald shall be liable to Exhibitor only for the amount actually paid to Emerald by Exhibitor for sponsorship rights and/or renting exhibit space at the Event.]

6. **Termination; Reduction of Space by Exhibitor:** Exhibitor may terminate this Agreement at any time by giving written notice thereof to Emerald, which termination is effective upon Emerald's acknowledgment of receipt of such written notice. Exhibitor will be charged a cancellation fee equal to 50% of the booking fee for cancellation or termination 60 days or more prior to the start of the Event. NO REFUNDS will be processed or honored for cancellation by Exhibitor less than 60 days prior to start of the Event. The parties agree that such amounts constitute a reasonable provision for the injuries Emerald will suffer as a result of Exhibitor's cancellation or withdrawal. If Exhibitor requests to reduce the size of its booth space after entering into this Agreement, Emerald may reject or grant such request, and/or reduce Exhibitor's fee obligation, in its sole discretion. Additionally, depending on remaining available space to be allocated for the Event, Emerald may require Exhibitor to change booth space location, orientation or configuration and to pay an additional fee (in addition to what is owed under the Agreement) for such alternate booth space and/or for costs associated with the move.

7. **Cancellation of Event:** If Emerald cancels the Event due to circumstances beyond its reasonable control, including, but not limited to, acts of God, natural disasters, fire, epidemic, acts of war and terrorism, government action, labor strike or unavailability of Venue (collectively, a “Force Majeure Event”), Emerald shall refund to Exhibitor the fees paid hereunder, less Exhibitor’s pro rata share of all costs and expenses incurred and committed by Emerald, in full satisfaction of all liabilities of Emerald to Exhibitor. Under all circumstances, including, but not limited to, as a result of a Force Majeure, Emerald reserves the right to postpone, rename or relocate the Event or change the Event dates. If Emerald changes the name of the Event, relocates the Event to another venue within the same geographic area, or the date(s) of the Event are changed to new date(s) that are within twelve (12) months of the originally scheduled date of the Event and/or the Event is canceled but is reasonably expected by Emerald to be held at any time in the next calendar year (or, in the case of an Event that is held on a biennial basis, in the next two (2) calendar years), this Agreement shall continue in full force and effect and the obligations of the parties shall be deemed to apply to the Event on the new date(s) or when it is next staged (as applicable) in the same way that they would have applied to the originally scheduled Event. For the avoidance of doubt, nothing in this Section 6.2 shall excuse the Exhibitor from the payment of the Fees in accordance with the payment terms stated in the Contract. Exhibitor agrees that, except as expressly provided in this paragraph, it shall and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, renaming, relocation or rescheduling of the Event and that this provision sets out Exhibitor’s sole remedy in the event of a cancellation.
8. **Confidentiality:** Exhibitor understands that it may be exposed to information about Emerald or the Event that may not have been disclosed to the public, or otherwise should be considered confidential information of Emerald based on the nature of the information and circumstances of disclosure (collectively, “Confidential Information”). Exhibitor acknowledges and agrees to maintain the confidentiality of all Confidential Information disclosed to Exhibitor, and to not to use or disclose such Confidential Information for any purpose except as necessary to effectuate its rights to participate in the Event in accordance with the terms of the Agreement. For avoidance of doubt, Exhibitor acknowledges and agrees that the terms of this Agreement constitute Confidential Information.

## 9. Data Protection

In the event that Emerald provides Exhibitor with access to any list containing personal information that identifies, relates to, describes, is capable of being associated with, or can reasonably be linked, directly or indirectly, with a particular individual or household (a “Data List”) pursuant to this Agreement or its participation in the Event, Exhibitor agrees (i) to keep the Data List Confidential and not disclose it to any third party, (ii) at all times comply with applicable national and international laws, regulations, ordinances and rules related to data protection and consumer privacy (“Data Protection Laws”) with respect to the Data List, (iii) only use the Data List for such purpose(s) as have been agreed to with Emerald in writing, (iv) securely delete or put beyond use all or any part of the Data List upon Emerald’s reasonable request or by

such time as is required by Data Protection Laws, whichever is earlier,; and (v) to at all times comply with the terms of the Data Protection Agreement which can be found at <https://www.emeraldx.com/data-protection-addendum/>. Emerald collects, uses and protects personal data in accordance with its privacy policy which can be found here: <https://www.emeraldx.com/privacy-policy/>

Notwithstanding anything to the contrary in the Agreement, Emerald shall have full discretion to decline, and shall not be obligated, to share personal information or any Data List, in whole or in part, with Exhibitor, including without limitation, in the event that Emerald has reason to believe disclosure of such personal information may violate Data Protection Laws or the requests of any individual data subject.

- 10. Assumption of Risks; Release:** Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation in or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Exhibitor. Exhibitor has sole responsibility for its property and any theft, damage or other loss of or to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Exhibitor shall insure its property against damage, loss and theft and agrees to not make any claims against Emerald for any loss unless due to the gross negligence or willful misconduct of Emerald. Neither Emerald nor Venue accepts any responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Emerald nor its respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities, whether described in this Agreement or not, unless due to the gross negligence or willful misconduct of Emerald. Exhibitor understands and agrees that the Event stages "Rain or Shine" and Exhibitor receives no allowance of any sort due to weather conditions. Emerald makes no representations or warranties, express or implied, regarding the quality or character of the Event, including but not limited to the condition of the Venue, noise levels or other inconveniences or disruptions in or around the Venue; the number, nature or quality of persons or organizations who will exhibit at or attend the Event; or any other matter, except as explicitly set forth herein. Exhibitor hereby accepts the Venue and the contracted exhibit space AS IS, with all faults, and without any implied warranties of merchantability or fitness for a particular purpose. This section shall survive any termination of this Agreement. Except as set out in these Terms and Conditions, to the fullest extent permitted by law, Emerald excludes all terms, conditions, warranties, representations, and undertakings relating to the Event that are not expressly stated herein, including without limitation any implied warranties of merchantability or fitness for a particular purpose.

Without limiting the foregoing, Exhibitor acknowledges and expressly assumes, on Exhibitor's own behalf and on behalf of its employees, contractors, and other personnel, any and all risks of contracting and/or exposure to communicable disease as a result of participation in and/or travel to or attendance at the Event, including without limitation, the COVID-19 virus. Further, Exhibitor acknowledges and agrees to abide by

any and all measures implemented by or on behalf of Emerald; the Venue; and/or federal, state and/or local health or governmental authorities or officials, which may include, without limitation, mask requirements, contact tracing, limited audience levels and/or managed traffic patterns for social distancing.

This section shall survive any termination of this Agreement.

**11. Indemnification:** Exhibitor shall indemnify, defend (with legal counsel selected by Emerald) and hold harmless Emerald and Venue, and their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, from and against any and all claims, demands, and suits, and all liabilities, damages, losses, costs, fees (including reasonable attorneys' fees and collection costs) and expenses resulting therefrom, which result from or arise out of or in connection with: (a) the activities and participation, of Exhibitor, its agents, employees, contractors, guests, and/or invitees at or in connection with the Event, including, without limitation property damage, personal injury and/or death; (b) Exhibitor's breach of any representation, agreement, covenant, promise or other obligation herein or in any other contract, arrangement or agreement related to the Event; (c) Exhibitor's violation of any applicable law, rule or regulation (including without limitation alcohol beverage regulation or Data Protection Laws); (d) any products, services, or other items displayed, sold or distributed by Exhibitor at or in connection with the Event; (e) any claim that any product or Display Materials violates or infringes any Intellectual Property right, or any right to privacy or right of publicity, of any person or entity; (f) any libel, slander, defamation or similar claims arising out of or relating to Exhibitor's actions or promotional materials; (g) Exhibitor's submission to Emerald for usage in ads, directories, the Event website and Event publications and/or (h) any act or omission by or on behalf of Exhibitor or any of its personnel that results in damage, harm or injury (including death) to any person or property at the Event. This section shall survive any termination of this Agreement.

**12. General Liability Insurance:** General liability insurance is included with the purchase of booth space. After payment in full for booth space is received from Exhibitor, Emerald will secure coverage from a preferred provider. Exhibitors will receive an email (at the address provided on Exhibitor's registration form) from the insurance provider with a copy of Exhibitor's COI for the Event. Under no circumstances will the foregoing operate to create any liability on the part of Emerald or the venue for damage, destruction, loss, theft, pilferage, injury to, illness of the person, property or effects of Exhibitor and/or any of its personnel and/or third party, for any reason, including without limitation, theft, fire, accident, and severe weather. Exhibitor waives any and all claims against Emerald and the Venue for property damage, damage, destruction, and/or loss and is solely responsible for insuring against all such risks.

**13. Limitation of Liability: UNDER NO CIRCUMSTANCE SHALL EMERALD, VENUE OR ANY OF ITS OR THEIR AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, BE**

**LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER OR NOT SUCH DAMAGES WERE REASONABLY FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL EMERALD'S MAXIMUM LIABILITY TO EXHIBITOR, UNDER ANY CIRCUMSTANCE AND REGARDLESS OF THE FORM OF ACTION, EXCEED THE FEES ACTUALLY PAID TO EMERALD BY EXHIBITOR IN CONNECTION WITH THE EVENT.**

Emerald shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from (i) a Force Majeure Event and/or (ii) any delay, failure or error on the part of Exhibitor in providing cooperation, performance and/or approvals, consents, information and/or materials as contemplated by this Agreement. For the avoidance of doubt, in the case of (ii) above, nothing in this section shall excuse Exhibitor from the payment of the Fees under this Agreement when due. This section shall survive any termination of this Agreement.

**14. Compliance with Laws; Taxes and Licenses:** Exhibitor shall abide by and comply with all applicable federal, state and local laws, codes, ordinances, rules and regulations, including without limitation, alcohol beverage regulations, and all rules and regulations of the Venue (including any applicable union labor work rules). Without limiting the foregoing, Exhibitor shall ensure that its exhibit space complies with the Americans with Disabilities Act and shall ensure the provision of auxiliary aids and services for its staff or attendees to enable effective communication with disabled Event participants. Exhibitors must comply with all rules and regulations and instructions issued by Emerald and/or the Venue owners from time to time. Exhibitors must comply with all applicable federal, state and local fire and safety regulations. Any exhibit space that does not pass inspection will be ordered closed until all identified hazards are corrected or removed. The Exhibitor shall be solely responsible for obtaining all licenses, permits or approvals under federal, state or local laws applicable to Exhibitor's activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers, permits (including sellers permits and alcohol beverage permits) and for paying all taxes, including any applicable sales taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. If advised by Emerald to ship merchandise to a specific location, the Exhibitor will do so and will not permit the delivery of merchandise to the Venue.

**15. Representations, Warranties; Licenses; Communications:** Exhibitor grants to Emerald a fully paid, royalty-free, non-exclusive, perpetual, and worldwide license to use, display and reproduce the name(s), logo(s), trademark(s), trade names, product names, and other Intellectual Property of Exhibitor in any directory in any media whatsoever (including print and electronic media) listing exhibitors at the Event, and in Emerald's promotional materials. Emerald shall not be liable for any errors in any listings or descriptions or for omitting Exhibitor from any directory or other lists or materials. When Exhibitor provides Emerald any trademark, tradename, logo, text, graphics,

photograph, video, or other materials that are the subject of any Intellectual Property Rights (collectively, "Content"), Exhibitor grants Emerald a worldwide, non-exclusive, permanent, irrevocable, royalty- free license (with the right to sublicense) to use, reproduce, adapt, modify, distribute, publicly perform, publicly display, broadcast, make available, store and archive all such Content (in whole or in part), utilizing any and all media now known or hereinafter devised. Exhibitor represents and warrants that: (i) the Content and all Display Materials are owned by Exhibitor such that Exhibitor is the holder of all Intellectual Property Rights therein) or Exhibitor has the requisite legal right and license to use such Content and Display Materials as used by Exhibitor and to grant Emerald the right and license to use the Display Materials and Content as provided herein, (ii) the Display Materials and Content are accurate and complete; (iii) Emerald will not need to obtain licenses or permissions from any third party or pay compensation or royalties to any third party with respect to the Content or any Display Materials; (iv) neither the Content nor any Display Materials infringe or violate any third party rights (including, but not limited to, Intellectual Property rights and the rights of publicity and privacy), (v) the Display Materials and Content are not in any way defamatory, libelous, obscene, threatening, offensive, abusive or fraudulent; (vi) the Display Materials and Content comply, and Exhibitor complies, with all applicable laws related to the subject matter hereof and (vii) if provided in digital form, the Display Materials and Content are free from any viruses and any other malware or corrupting elements of any kind and that it shall not cause any adverse effect on the operation of any Emerald system, publication, website, platform, media or other property and/or on any users of any of the foregoing. Exhibitor acknowledges and agrees that Emerald shall be permitted to take photographs or videotape of Exhibitor's display space, Display Materials, invitees and personnel during, before, and/or after the Event, and use those photographs or videotape worldwide in any media whatsoever for any promotional purpose without further consent or compensation and that Emerald is the sole and exclusive owner of all rights in such photographs or videotapes and hereby waives any and all rights and claims to such . Exhibitor understands and agrees that representatives from various media may visit the Event and photograph, videotape or otherwise record portions of the Event and include any part or all of the Display Materials and/or Content in any publication or broadcast without the express consent of, or liability to, Exhibitor.

No license or right is granted to Exhibitor whatsoever in or to any of Emerald's Intellectual Property rights, including without limitation, the name(s) and logo(s) of Overland Expo, the compass design, the Event coordinates, and any element of any of the foregoing. Exhibitor acknowledges and agrees that any use by it of any of Emerald's Intellectual Property rights, including without limitation in or in connection with merchandise, apparel, other products, and/or services, is strictly prohibited [without prior written approval], and that violation of the foregoing will carry severe consequences which may include without limitation, closing Exhibitor's booth and/or banning Exhibitor from or rejecting Exhibitor's application to participate in any other Emerald owned-or produced show.

By entering into this Agreement and providing contact information, including a telephone number, Exhibitor and its affiliates explicitly consent to being contacted by or on behalf of Emerald for any purposes, including but not limited to, sales, marketing, promotional offers, and customer care, and by any means, including autodialed calls, regardless whether the phone number appears on the National Do-Not-Call Registry (or state equivalent). Exhibitor consent is not required to purchase any goods or services from Emerald.



16. **Services:** Emerald has contracted, on an exclusive basis, with official contractors to provide certain services for the Event. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors (“EACs”) within certain guidelines. Please refer to the FAQ for a listing of exclusive services and EAC guidelines.
17. **Character of Displays; Use of Aisles and Common Areas; Sound:** Distribution of samples, printed matter of any kind, and any promotional material is restricted to the exhibit booth. Strolling entertainment or moving advertisements outside of Exhibitor’s exhibit space are prohibited. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under the control of Emerald and no signs, decorations, banners, advertising material or special exhibits will be permitted in such areas except by written permission of Emerald. No booth equipment (i.e., tables, chairs, displays, etc.) shall protrude into the aisles under any circumstance. The use of devices for mechanical reproduction of sound or music may or may not be permitted in Emerald’s sole discretion. Sound of any kind must not be projected outside of Exhibitor’s exhibit space. Exhibitor is responsible for acquiring any necessary license to play copyrighted music or otherwise utilize third party materials subject to copyright or other protections. Exhibitor is specifically prohibited from employing any carnival-type attraction or from operating noise-creating devices such as bells, horns or megaphones.
18. **Promotion Outside of Exhibit Space:** Exhibitor is prohibited, without Emerald’s prior written approval, from displaying products or services, and/or other advertising material, in areas outside its booth space such as, but not limited to, aisles, parking lots, fence lines, streets, or walkways on venue property etc. Exhibitor is also prohibited from conducting unauthorized Facility tours. Exhibitor shall not operate hospitality functions or conduct other activities that may interfere with Event attendance during hours in which the Event is open or when any Emerald-sponsored activities are being held. All requests for a hospitality suite or public function space must be made through Emerald.
19. **Admission Badges:** Admission to the Event is permitted only with official registration badges. Badges must be worn at all times, including set-up and teardown. Badges are the property of Emerald and are non-transferable. Exhibitor badges will be issued in the quantity provided on the Exhibit Space Contract only. Exhibitor badges may not be ordered for or transferred to buyers or non-employees. Lost badges may incur a reprinting fee. PRE-SHOW HOURS ENTRY: Exhibitor personnel are allowed to enter the Venue one hour prior to the Event opening each exhibit day. Any exhibitor requiring earlier entry must make prior arrangements with Emerald.

20. **Vending:** To sell products directly you may be required to acquire a Sellers Permit /Sales Tax License or special permits due to the nature of your product for the state in which you have registered to participate. These permits and licenses are the responsibility of the Exhibitor/vendor. Food/drink may NOT be sold (unless you are a registered food vendor for the show). All goods or services sold at the Event should conform to current trading standards legislation. No gaming such as raffles or any other games of chance are permitted except by special permit. Any fundraising is done solely through our own permitted charity program. Without limiting any other remedy otherwise available to Emerald hereunder or at law or in equity, Exhibitor is solely responsible for and shall indemnify and hold harmless Emerald from and against any and all fines, judgments, penalties, costs and expenses or any other damages or claims, including without limitation attorneys' fees and costs, incurred by Emerald or any of its affiliates in connection with Exhibitor's failure to comply with the foregoing.
21. **Alcohol/Parties/Organized Gatherings:** You must inform Emerald 45 days in advance. in advance of any intent to host a gathering that includes the distribution of alcohol at the Venue. Emerald will secure, at Exhibitor's cost and expense, any and all required alcohol beverage permits and provide any and all required fencing, ID checks and security through its preferred vendors. Exhibitor shall and shall cause all of its personnel and invitees to strictly comply with all applicable alcohol beverage regulations. Exhibitors are strictly prohibited from selling or distributing any alcohol beverage at the Event and from entering into sponsorship arrangements with any alcohol beverage producer, importer or distributor with respect to the Event. Failure to comply with any of the foregoing will be considered illegal and referred to appropriate law enforcement, and Exhibitor's party, gathering and/or booth will be shut down immediately and Exhibitor will be required to exit the Event. Further, Exhibitor will not be invited to participate in future events. Without limiting any other remedy otherwise available to Emerald hereunder or at law or in equity, Exhibitor is solely responsible for and shall indemnify and hold harmless Emerald from and against any and all fines, judgments, penalties, costs and expenses or any other damages or claims, including without limitation attorneys' fees and costs, incurred by Emerald or any of its affiliates in connection with Exhibitor's failure to comply with the foregoing. No distribution of alcohol beverages is permitted at the Event except in compliance with the foregoing.
22. **Safety:** No weapons permitted at the Venue. No drones permitted at the Venue. No fires allowed except as permitted by the Venue in designated areas. Violators may be reported to local authorities. All exhibitors must have fire extinguishers.
23. **Vehicles:** All vehicles must be parked in designated exhibitor parking lots unless they are an integral part of Exhibitor's display. Display Vehicles are required to obtain a Display Vehicle Permit upon check-in for access to the display area and must be in place before the Event is open to the public. No exceptions. ABSOLUTELY NO driving in and out during public Event hours.

24. **Electricity:** Electricity is not available. Be self-contained. Generators must be ultra-quiet and shall not interfere with neighboring exhibitors. Operation of generators after 10:00 pm is strictly prohibited.
25. **Cleaning:** Exhibitors are responsible for cleaning and trash removal from their displays and must remove all trash daily.
26. **Disputes:** Any and all disputes or claims arising out of or relating in any way to this Agreement, any Event, and/or any services provided, or representations made by Emerald will be resolved in binding arbitration by a single neutral arbitrator, rather than in court. This includes any disputes or claims concerning any prior event or agreement between the same parties or affiliated parties. Arbitrations will be conducted by the American Arbitration Association (AAA) pursuant to its Commercial Arbitration Rules, which are available at [www.adr.org](http://www.adr.org). If Exhibitor commences an arbitration, Exhibitor will be responsible for filing fees and arbitrators' fees as set forth in the AAA rules. To commence an arbitration, Exhibitor must send written notice to Emerald attn.: Legal Department, 100 Broadway, 14<sup>th</sup> Floor, New York, NY 10005, and to the AAA, fully describing any and all claims. If Emerald commences arbitration against Exhibitor, Emerald will be responsible for filing fees and may provide written notice to Exhibitor at any physical or email address Exhibitor provided in connection with this Agreement. If an in-person hearing is required by the AAA rules or the arbitrator, the hearing will take place in New York County, NY, except as otherwise agreed by the parties or ordered by the arbitrator. The parties agree that the decision of the arbitrator shall be final and binding and that a judgement may be entered on such arbitration award. Any and all proceedings to resolve claims or disputes will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration the parties waive any right to a jury trial. This section shall survive any termination of this Agreement.
27. **Governing Law:** This Agreement is governed by and shall be construed in accordance with the Federal Arbitration Act, federal arbitration law, and the laws of the State of New York, without regard to principles of conflicts of laws. To the extent that any claim or dispute proceeds in court rather than in arbitration, Exhibitor hereby submits to the jurisdiction of the federal and state courts located in New York County, NY, and waives all objections to venue or inconvenient forum, and any right to assert lack of personal jurisdiction. This section shall survive any termination of this Agreement.
28. **Miscellaneous:** Exhibitor agrees that it shall not, and will cause its personnel to not: (i) act in any manner which causes offense, nuisance or inconvenience to Emerald, the Venue and/or any other attendee of the Event, (ii) do anything which might adversely affect the reputation of or disparage

Emerald, the Venue and/or the Event, and/or (iii) cause or permit any damage to the Venue or any part thereof which are not the property of Exhibitor. Emerald shall have the right cause an Exhibitor to leave an Event if he or she is involved in an altercation, is intoxicated or harasses, in any manner, any other individuals or Emerald staff present at the show. Further, Exhibitor shall cooperate, in good faith, with Emerald in all matters relating to the Event. Without limitation, Exhibitor shall provide Emerald with all information as Emerald may reasonably request in respect of the Event and shall ensure that such information is accurate. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties. Emerald and Exhibitor are independent contractors with respect to one another under the terms of this Agreement. Neither party shall have the authority to legally bind the other party to any contract, proposal, or commitment or to incur any debt or create any liability on behalf of the other. Exhibitor shall not assign or otherwise transfer this Agreement or any right or obligation hereunder to any other party without the prior written consent of Emerald; any attempted assignment in violation of this provision is null and void. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of Emerald and a signed waiver shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of Emerald to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. Failure or delay by Emerald to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement represents the entire agreement between Emerald and Exhibitor relating to the subject matter contained herein and supersedes any prior written or oral understandings, agreements or representations by or between Emerald and Exhibitor relating to the subject matter contained herein. Any amendment to this Agreement must be in writing and signed by an authorized representative of Emerald. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, consistent with the intent of the parties as of the Effective Date. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. Exhibitor represents and warrants that the party executing this Agreement on behalf of Exhibitor is duly authorized to act on behalf of Exhibitor and to execute this Agreement and legally bind Exhibitor to the terms contained herein. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or scanned copies, pdf, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The parties intend this statement of their agreement to constitute the final, complete, exclusive and fully integrated statement of the parties' agreement. This section shall survive any termination of this Agreement.

## **SUPPLEMENTAL TERMS FOR ADVERTISING**

The following terms and conditions are supplemental to, and governed by, the Exhibitor Terms and Conditions for Overland Expo Mountain West 2025 (the “Exhibitor Terms”). Capitalized terms used and not defined in these supplemental terms shall have the meanings ascribed to them in the Exhibitor Terms.

**Advertising Orders and Inventory Availability:** (a) Emerald and Exhibitor may execute advertising orders (“Orders”) in conjunction with booking exhibition space. As applicable, each Order will specify: (i) the types and amounts of advertising units or other deliverables (collectively, “Deliverables”), (ii) the prices of such Deliverables, (iii) the total amount payable pursuant to such Order, and (iv) the identity of and contact information for Exhibitor.

(b) Emerald will use commercially reasonable efforts to notify Exhibitor within five (5) business days of receipt of an advertising order booked by Exhibitor if the specified inventory is not available. Notwithstanding the foregoing, modifications to the originally submitted Order will not be binding unless approved through the applicable booking system.

(c) Revisions to accepted Orders must be made in writing and acknowledged by the other party in writing.

**Advertising Materials:** (a) For orders received along with booking exhibit space, Emerald will accept these orders through the online booking system.

(b) Emerald shall not be liable for any refund of booking dollars if advertising materials are not received by the submission date specified in the Final Technical Specifications, (as defined below). Further, Emerald is not required to guarantee full delivery of any Order if the corresponding advertising materials are delivered late. Emerald and Exhibitor will negotiate a resolution if Emerald has timely received all required advertising materials but fails to commence a campaign on the IO start date.

(c) Emerald reserves the right in its sole discretion to reject or remove from any of its websites any ad for which the corresponding advertising materials, software code, or website to which the ad is linked do not comply with Emerald’s advertising guidelines or policies, or which do not comply with any applicable law, rule or regulation, as determined by Emerald in its sole discretion. In addition, Emerald reserves the right in its sole

discretion to reject or remove from its digital advertising assets any ads or content for which the Advertising Materials or the website to which the ad is linked are, or may tend to bring, disparagement, ridicule, or scorn upon Emerald or the Event or any of Emerald's other properties or affiliates, provided that if Emerald has reviewed and approved an ad prior to display, Emerald will not immediately remove such ad before making commercially reasonable efforts to acquire mutually acceptable alternative advertising materials from Exhibitor

(d) Emerald will not edit or modify the submitted ads in any way, including, but not limited to, resizing the ad, without Exhibitor's approval.

(e) Trademark Usage. Emerald, on the one hand, and Exhibitor, on the other, will not use the other's trade name, trademarks, logos, or ads in any public announcement (including, but not limited to, in any press release) regarding the existence or content of these Terms or an Order without the other's prior written approval.

**Ad Placement and Positioning:** (a) Emerald will create a reasonably balanced delivery schedule and use commercially reasonable efforts to comply with all placement requests.

(b) Emerald will submit or otherwise make electronically accessible to Exhibitor final technical specifications ("Final Technical Specifications") within five (5) business days of the acceptance of an Order. Emerald will use commercially reasonable efforts to comply with the Exhibitor's editorial adjacency guidelines as provided to Emerald with respect to ads that appear on Emerald's properties, although Emerald will at all times retain editorial control over its properties.

### **SUPPLEMENTAL TERMS FOR SPONSORSHIP**

**Specific terms relating to Sponsorship (including, without limitation, Marketing Services)**

Event Partner shall: (i) provide Emerald with all content, materials and other information (the “Materials”) within any deadlines specified by Emerald, and (ii) comply with Emerald’s specifications and technical requirements in relation to all Materials. If Event Partner does not, Emerald reserves the right to refuse to print, publish or otherwise use any or all of the Materials (but all Fees in respect of the Sponsorship shall remain due and payable in full).

Event Partner warrants, represents and undertakes that the Materials are: (i) accurate and complete, (ii) Event Partner’s own original work (of which Event Partner is the copyright owner) or that Event Partner has gained copyright and any other applicable clearance, consent, approval, license or permission from any relevant third party (including, without limitation, the copyright owner and any regulatory authorities), in each case such that Event Partner has the right to make the Materials available to Emerald in connection with the sponsorship without restriction and that they do not breach or infringe anyone else’s rights (including, without limitation, the intellectual property rights of any third party), (iii) not in any way defamatory, libelous, obscene, menacing, threatening, offensive, abusive or fraudulent, (iv) not in any way illegal and that they do not contravene any law or incite or encourage the contravention of any law, (v) not and will not be the subject of any claims, demands, liens, encumbrances or rights of any kind that could or will impair or interfere with Emerald’s use of the Materials in connection with the sponsorship and (vi) if provided in digital form, free from any viruses and any other malware or corrupting elements of any kind and that they shall not cause any adverse effect on the operation of any Emerald system, publication, website, platform, media or other property and/or on any users of any of the foregoing.

Although Emerald shall take reasonable care in the production of any deliverable incorporating the Materials, it shall not be liable for any errors, omissions or misquotations that may occur. Without limitation to the foregoing, Emerald cannot guarantee any exact color matches in its incorporation of Materials and any colors used in Materials are for graphic and textual guidance only. All Materials are subject to the approval of Emerald (however, notwithstanding any such approval, Event Partner shall have sole responsibility and liability in respect of such Materials). Emerald reserves the right to reject any Materials at any time after receipt. Emerald shall use its commercially reasonable efforts to provide the sponsorship in the size, position and manner as specified in the Exhibit Space Contract but shall not be liable where reasonable modifications are made.

Event Partner hereby grants to Emerald a royalty-free, non-exclusive, worldwide license to use the Materials and Event Partner’s details in connection with the creation of any materials relating to the Event.

Event Partner acknowledges and agrees that, in view of the time and cost required in preparing such materials, in circumstances where this Agreement is terminated Emerald may at its discretion continue to use the Materials and Event Partner’s details after termination of this Contract where the time and cost required to remove the same from any materials relating to the Event cannot reasonably be justified by Emerald.

Without prejudice to any other right or remedy it may have, if Event Partner and/or any of its personnel is in breach of this Section 20, Emerald reserves the right without liability to: suspend and/or discontinue the use of any Materials, and/or (ii) refuse and/or withdraw the provision of any element of the Sponsorship.

