



APPLICATION AND CONTRACT TERMS AND CONDITIONS

This Application and Contract to participate in the AAHKS 2023 Annual Meeting at the Gaylord Texan (“Facility”) over November 2-5, 2023 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 AAHKS. 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 AAHKS, 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 AAHKS and exhibiting company (“Exhibitor”).

1. BOOTH RENTAL FEE

40' x 40'	\$120,000
30' x 30'	\$67,500
40' x 20'	\$60,000
30' x 20'	\$42,500
20' x 20'	\$32,000
10' x 30'	\$21,000
10' x 20'	\$14,000
10' x 10'	\$7,000

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. PAYMENTS, CANCELLATIONS & REFUNDS

Exhibitor must remit a 50% deposit of the total Exhibit Booth Fee with the submission of this Contract. The payment schedule is as follows: 50% payment due March 10, 2023 and 100% payment due June 30, 2023.

A Contract will not be processed, nor space assigned, without the required Exhibit Booth Fee payments. Credit card payments can be made online using American Express, MasterCard or Visa. Checks must be payable to AAHKS and can be remitted to the following address via the U.S. Postal Service:

AAHKS
9400 W Higgins Road #230
Rosemont, IL 60018

For ACH/wire payments, please email jmitchell@aaahks.org for remittance instructions.

AAHKS 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.

3. CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR

Cancellation of exhibit space must be directed via email to jmitchell@aaahks.org, provided that the cancelling Exhibitor obtains confirmation of AAHKS’s receipt of the email on or before the cancellation deadline.

For cancellations of space received between the initial space selection and June 1, 2023, Exhibitor is responsible for, and AAHKS shall be entitled to retain, 50% of the total Exhibit Booth Fee as a cancellation fee.

Full payment is required and no refunds whatsoever will be made on cancellations or reductions of space on or after June 1, 2023. Should an Exhibitor cancel even partial space on or after June 1, 2023, 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 AAHKS's cancellation of the Event pursuant to Section 4.

4. CANCELLATION OR CHANGES TO AAHKS 2023 ANNUAL MEETING BY AAHKS

If for any reason beyond AAHKS's control AAHKS determines that AAHKS 2023 Annual Meeting must be canceled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor understands and agrees that all AAHKS fees are fully refundable less any expenses that AAHKS has paid specifically for your company in preparation for the event. Exhibitor understands that it may lose all monies related to costs and expenses it has incurred related to travel to the Event, setup, lodging, decorator freight, employee wages, etc.

5. ELIGIBILITY TO EXHIBIT

AAHKS 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 AAHKS, 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 AAHKS determine that Exhibitors no longer eligible to exhibit at the Event (though previously deemed eligible), AAHKS 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 AAHKS 2023 Annual Meeting as determined by AAHKS in its sole discretion.

7. PROMOTIONAL ACTIVITIES

Further, Exhibitor shall not engage in any promotional activities which AAHKS determines to be outside the purpose and/or character of the AAHKS 2023 Annual Meeting as determined by AAHKS 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 AAHKS 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 AAHKS 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 AAHKS, 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, AAHKS, 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 AAHKS NAME

AAHKS, AAHKS 2023 Annual Meeting, and Event logo are registered trademarks owned by the AAHKS. 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 AAHKS 2023 Annual Meeting.

Participation in the Event does not imply endorsement or approval by AAHKS 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 10:00 a.m., November 1, 2023. If an exhibit is not set-up by 5:00 p.m., November 2, 2023, AAHKS 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. AAHKS reserves the right to set-up the exhibit or remove the freight from the booth at the Exhibitor's expense. AAHKS 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 AAHKS's election of any rights under this Section 11.

12. EVENT HOURS*

Friday, November 4, 2022

7:00 a.m. – 2:30 p.m.	Exhibit Hall Open
11:30 a.m. – 12:30 p.m.	Lunch
6:30 p.m. – 8:30 p.m.	Welcome Reception

Saturday, November 5, 2022

7:00 a.m. – 4:00 p.m.	Exhibit Hall Open
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**Times subject to change*

13. DISMANTLING OF EXHIBITS

Exhibits are to be kept intact until the closing of the Exhibit Hall on November 4, 2023, 4:00 p.m. No part of an exhibit shall be removed during the Show Hours without special permission from AAHKS. 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 AAHKS events.

All freight must be removed from Facility by November 5, 2023, 11:59 p.m. If exhibits are not removed by this time, AAHKS reserves the right to remove exhibits and charge the expense to Exhibitor and AAHKS 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. Exhibitors may attend the Industry Symposium events held by their company only and will be allowed access to the Scientific Sessions. Exhibitors may purchase additional badges over the allotted amount included with the booth fee for \$500 each. An on-site fee of \$100.00 will apply to each exhibitor representative badge requested after October 21, 2023. All badges will be available for pickup at the Exhibitor Registration Desk. Exhibitor representative cancellations or changes must be received in writing before **October 27, 2023**. AAHKS will charge a \$100 processing fee for all cancellations. No refunds will be issued after **October 27, 2023**.

Event attendees do not have access to the Exhibit Hall until November 3, 2023 at 7:00 a.m. 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 AAHKS, lose part or all of its company's priority points, and may entirely lose the privilege of exhibiting in future AAHKS events. AAHKS 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 AAHKS, 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, AAHKS, 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 AAHKS 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 AAHKS by reason of such litigation. The terms of this provision shall survive the termination or expiration of this contract.

18. INSURANCE

All contractors hired by the group to provide labor and/or services are required to submit to Event Services, a copy of the insurance certificate to include the criteria outlined below. Those companies would include, but are not limited to: general contractors, production companies, audio visual companies, destination management services, staffing providers, pyrotechnic services, etc. For additional information, please contact your Event Services representative.

Please note, in the event the Resort requires insurance, under Descriptions of Operations the following is required:

Certificate Holder:

Gaylord Texan
1501 Gaylord Trail
Grapevine, Texas 76051

Additional Insurers:

Marriott International. Inc., Marriott Hotel Services, Inc.,
and RHP Operations, GT, LLC

Exhibitor is required to maintain and to provide a certificate of insurance to Show Management on or before October 6, 2023 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

AAHKS, SmithBucklin Corporation and the Gaylord Texan, are to be listed as additional insureds on a primary and non-contributory basis with respect to general/auto/umbrella liability. Ryman Hospitality Operations OH, LLC., Marriott International, Inc., Marriott Hotel Services, Inc. and Gaylord Texan Resort and Convention Center to be listed as secondary insured.

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: AAHKS@smithbucklin.com.

19. USE OF SPACE — GENERAL

- (a) Exhibitor is not permitted to display or distribute literature or any promotion outside the confines of its assigned exhibit space in the Exhibit Hall. Distribution or display of promotional material in public areas of the Facility or meeting rooms is strictly prohibited. AAHKS also reserves the right to remove, at Exhibitor's cost, any promotional material or product deemed by Show Management as not suitable for display at the AAHKS 2023 Annual Meeting.
- (b) Exhibitor is prohibited from possessing, displaying or depicting any products or components or company names in their booth that could be interpreted as being a promotion or comparison (features, benefits, price etc.) of another company.
- (c) No exhibit will be permitted that interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.
- (d) Distribution by Exhibitor, or its agents, of any printed materials, souvenirs or other articles shall be restricted to the Exhibitor's exhibit space. Loud speakers or operation of equipment which is of excessive sound volume to be annoying to neighboring Exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers or labels will be permitted as handouts.
- (e) Any special promotions, music or stunts planned by Exhibitor at any time during the Event must be approved with AAHKS. Details should be submitted to Show Management via email to AAHKS@smithbucklin.com at least 10 business days prior to the start of the Event. AAHKS reserves the right to designate specific days and hours during which special promotions and stunts may be conducted, if they are permitted at all.
- (f) AAHKS allows drawings, games of chance and raffles in the Exhibit Hall, subject to the prior written approval of AAHKS. Exhibitor must abide by all Grapevine, Texas statutes and regulations regarding drawings, games of chance and raffles.
- (g) No animals are permitted in the Facility other than service animals.
- (h) Exhibitor must abide by all of the General Policies, Rules, and Regulations of the Facility, a copy of which is included in the Exhibitor Services Manual, made available to Exhibitor in June. The Facility has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual. To obtain a copy of the General Policies, Rules, and Regulations of the Facility prior to publication in the Exhibitor Services Manual Exhibitor may email AAHKS@smithbucklin.com.
- (i) Exhibitor shall be responsible for compliance with the Americans with Disabilities Act. Exhibitor shall indemnify, defend and hold Show Management harmless from any and all claims, costs, expenses or other damages, arising out of Exhibitor's breach of this provision consequences of Exhibitor's failure in this regard. The terms of this provision shall survive the termination or expiration of this Contract. For more information on the Americans with Disabilities Act and how to make exhibit space accessible to persons with disabilities, please contact:

U.S. Department of Justice ADA, Civil Rights Division Disability Rights Section – NYAV 950 Pennsylvania Avenue, NW
Washington, D.C. 20530 USA phone: +1.800.514.0301 (voice) +1.800.514.0383 (TTY), website: www.ada.gov
- (j) Helium or other compressed gas tanks must be properly secured to prevent toppling. Helium balloons are permitted in the convention center with prior approval through Event Services. Helium balloons may not be used as giveaways. Helium tanks must be removed from the building daily. Storage of tanks within the building is not permitted. Helium tanks must be secured to a column while inside the building. Balloon retrieval fees may be assessed in cases where rigging labor is required. All lighter-than-air objects must be removed from the Facility at the close of the Event.

- (k) The Gaylord Texan is the only official housing vendor for the Event and other companies may not provide the prices, service and reliability available from the Gaylord Texan. If you are contacted by ANY company except the Gaylord Texan about hotel reservations for AAHKS 2023 Annual Meeting, please inform Show Management at AAHKS@smithbucklin.com. AAHKS shall not be responsible for any damages or costs related to Exhibitor making hotel reservations via an unauthorized solicitation of hotel reservations.
- (l) All booth personnel must be properly and modestly clothed.
- (m) Exhibitor is permitted to serve food and non-alcoholic beverages in its booth during Event Hours. Non-alcoholic beverages do not need to be served by a bartender, but all beverages and food must be ordered through the Facility's caterer.
- (n) Exhibitor is permitted to provide alcoholic beverages in its booth during the Exhibit Hall Welcome Reception on November 3, 2023 from 6:30 p.m. – 8:00 p.m., however details should be submitted to aahks@smithbucklin.com at least 30 days prior to the start of the Event for review and approval. Alcoholic beverages served in booths may only be purchased and served by licensed bartenders from the Facility's Food and Beverage Department and must be ordered through the Facility's caterer.
- (o) Gaylord Texan, the official in-house caterer and at the Facility is the exclusive provider of food and/or beverage items at the Facility. If requested, the Gaylord Texan will allow Exhibitor to bring its own food and/or beverage into the Facility for the sole purpose of equipment demonstration, provided the Exhibitor has signed and submitted the Heating Device and Cooking Permit Application and Food Waiver and Indemnification Agreement which can both be found in the Exhibitor Services Manual or by emailing AAHKS@smithbucklin.com. If Gaylord Texan is required to handle, store, refrigerate, transport, deliver, prepare, or service any of the demonstration food and beverage product brought in by the Exhibitor, charges will apply. Only food and/or beverages used for Exhibitor's equipment demonstration will be permitted. Note: no Coke products will be allowed on property even for a sampling demonstration. A Cooking Permit must be completed before any cooking activity is permitted within the convention center. A 3A:40B:C fire extinguisher must be in the booth, within thirty (30) inches of each cooking device. Compliance with all local health department rules and regulations is required. Holding tanks for cooking residue (oils, grease, etc.) are required. Cleaning of equipment is not permitted in resort restrooms. Clean up arrangements must be coordinated in advance through show management. No grease laden-vapor is permitted.
- (p) All booth floors must be finished. Exposed concrete is not acceptable. Booth carpet order forms are included in the Exhibitor Services Manual.
- (q) Exhibitor, at AAHKS's sole discretion, is prohibited from taking videos and photographs of any booths in the Exhibit Hall, other than their own. Aerial photography, videography or stunts of any kind by an Exhibitor, i.e. drones, are strictly prohibited. The Exhibitor acknowledges and agrees that the AAHKS, its employees and contractors may take photographs/videos, which could include images of Exhibitor, its name and logo, its representatives and its exhibits while attending the Exhibition. Exhibitor hereby consents to and grants to the AAHKS and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. Exhibitor acknowledges that AAHKS is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims Exhibitor and its representatives may have relating to or arising from the images or their use.
- (r) Music in the booth or at any of Exhibitor's function held in conjunction with the Event is subject to applicable copyright and licensing fees. It is the sole responsibility of the Exhibitor to pay applicable fees.
- (s) Hanging signs are permitted in all peninsulas, modified peninsulas, split islands and island booths to a maximum height of (20') (4.88 m) to the top of the sign. Hanging signs are NOT permitted in inline or perimeter booths.

- (t) All exhibit fixtures and booth structures are permitted to a maximum height of (16') (6.096 m) in all peninsulas, modified peninsulas, split islands and island booths.
- (u) All exhibit fixtures and booth structures are permitted to a maximum height of (8') (2.44 m) in inline booths. All exhibit fixtures and booth structures are permitted to a maximum height of (12') (3.66 m) in all perimeter booths. All exhibit fixtures and booth structures are permitted to a maximum height of (16') (4.88 m) in all peninsulas, modified peninsulas, split islands and island booths. Exhibitor agrees to abide by these maximum height limits and all other Booth Construction/Display Rules & Regulations included in the Exhibitor Services Manual. To obtain a copy prior to publication in the Exhibitor Services Manual, Exhibitor may email AAHKS@smithbucklin.com.
- (v) If Exhibitor occupies an Island, Split Island, Peninsula or Modified Peninsula space, Exhibitor must submit a detailed floor plan, including dimensions, to Show Management for review and approval by September 1, 2023. If Exhibitor received a written booth violation notice at the Event in 2021, Exhibitor must submit a detailed floor plan, including dimensions, to Show Management for review and approval by September 1, 2023. Floor plans should be submitted via email to AAHKS@smithbucklin.com.
- (w) Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.

20. LEARNING OBJECTIVES

By applying for exhibit space, it is highly recommended to participate in submitting Learning Objectives. To help focus your corporate message at the meeting and to attract the maximum number of attendees to your booth, the AAHKS Industry Relations Subcommittee (IRC) will assist you in developing Learning Objectives. The goal of these Learning Objectives is to highlight your unique offerings – including objective data when available – to facilitate meaningful discussion between surgeons and your team. Each company will be asked to submit a minimum of one and a maximum of three Learning Objectives. These Learning Objectives will be widely available to meeting participants; attached to your company profile on the AAHKS website prior to the meeting, printed in the Exhibit Hall/Learning Center Directory (given to all attendees), and listed within the AAHKS mobile app. AAHKS requests that the industry representatives in your booth are familiar with your company's Learning Objectives and are willing and capable of discussing them in a meaningful way with meeting participants. Detailed information regarding the submission process, contact person, and Learning Objective examples will be distributed by Lauren Miller, AAHKS Tradeshow Coordinator, as we get closer to the Annual Meeting. Learning Objectives are due Friday, July 31, 2023.

21. USE OF SPACE — LIGHTS/ AUDIO / VEHICLES ETC.

- (a) No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring Exhibitors or guests.
- (b) Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring Exhibitors or guests.
- (c) No strobe light effects are permitted.
- (d) Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.
- (e) Loud speakers or operation of equipment, which is of excessive sound volume to be annoying to neighboring Exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.
- (f) No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space. All lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or aisles. Exhibitors intending to use hanging light systems are required to submit a detailed floor plan with light locations and dimensions, including height, of all items in the booth, to Show Management for review and approval by September 1, 2023.

- (g) Vehicles may not be displayed without prior written approval from AAHKS and the Public Safety Department of the Facility.

22. MEETINGS & DISPLAYS OUTSIDE EXHIBIT AREA

In order to ensure the success of the Event and avoid dilution of benefits extended to all partners, Exhibitor may not extend invitations, call meetings or otherwise encourage absence of other exhibitors/sponsors attendees from any program or other component of the Event during Show Hours or any function sponsored in connect with the Event without prior notice to and approval by AAHKS.

Absolutely no exhibits are permitted outside the Facility. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by AAHKS without prior notice to and approval from AAHKS.

23. HOTEL ROOMS, SUITES & MEETING ROOMS

AAHKS reserves the right to control all suites and meeting rooms in the Facility and in those hotels participating in the AAHKS housing block. These controls have already been set up with each property. The Meeting Space Application is on the AAHKS website (For Exhibitors > Meeting Space Request page) to submit requests for function space, including meeting and hospitality rooms. No meetings, private functions, including lunch meetings, or entertainment can be scheduled during Show Hours (Thursday 8:00 a.m. – 8:00 p.m., Friday 6:00 a.m. – 8:30 p.m., Saturday 6:00 a.m. – 8:00 p.m., Sunday 6:00a.m. – 12:15 p.m.). No product displays or demonstrations are permitted in meeting rooms. Activities that conflict with the nature of AAHKS 2023 Annual Meeting are not permitted. Suites and meeting rooms are assigned on a first-come, first-served basis and only to Exhibitors and organizations allied with AAHKS.

24. ATTENDEE LISTS

Attendee lists from the Event are distributed only to Sponsoring companies, other official partners and attendees. Please note that Exhibitors, Sponsors and other individuals or organizations are not authorized to market or to sell attendee lists of AAHKS. Such lists shall only be used for mailings of promotional material relating to Sponsor's booth at the Event and shall not be reproduced, transferred or used in any other manner. In using such lists for mailings, Sponsor must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR and the California Consumer Privacy Act (CCPA). The Exhibitor shall indemnify, hold AAHKS, its directors, officers, employees, agents or subcontractors harmless from the performance or breach of this provision by Exhibitor, its employees, agents or contractors. The terms of this provision shall survive the termination or expiration of this Contract.

25. FIRE REGULATIONS

- (a) All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Facility and the Grapevine City Bureau of Fire Prevention.
- (b) If Exhibitor has equipment that produces heat, smoke or open flames as an integral part of product demonstration, Exhibitor must provide ventilation, safety equipment and proper insulation and utility connections meeting all local fire regulations. Under such circumstances, Exhibitor must also receive written approval of plans from the Facility, the Grapevine City Bureau of Fire Prevention and from AAHKS.
- (c) A complete list of all fire regulations is included in the Exhibitor Services Manual. The Grapevine City Bureau of Fire Prevention has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

26. LABOR RELATIONS

- (a) Full-time employees of Exhibitor may set up Exhibitor's own exhibits without assistance from the local union. Any labor services that may be required beyond what Exhibitor's regular full-time employees can provide must be rendered by

union personnel and can be ordered in advance through Freeman. Proof of full-time employment status may be requested by the Union Steward of any personnel working in Exhibitor's booth.

- (b) If Exhibitor intends to use an Exhibitor Appointed Contractor (EAC) to install and/or dismantle their booth, Exhibitor must register their EAC no later than October 2, 2023. An EAC registration form is provided in the Exhibitor Services Manual. An original Certificate of Insurance must be filed with AAHKS in order for any EACs to gain access to the Exhibit Hall. The Facility follows the ESCA (Exhibition Service Contractors Association) Badging System. All EACs are required to wear both a Facility Access Credential and individual Event credential at all times.
- (c) Exhibitor may hand carry its own materials into the exhibit facility. The use or rental of dollies, flat trucks and other mechanical equipment, however, is not permitted. Freeman controls access to the loading docks in order to provide for a safe and orderly move-in/out. Only full-time employees of the exhibiting company are allowed to hand carry items. Unloading and reloading at the dock of any and all contracted carriers are handled by the General Services Contractor. A dock is provided for use by privately operated vehicles.

27. EXHIBITOR SERVICES MANUAL

In August, Freeman will distribute an Exhibitor Services Manual to Exhibitor that provides complete shipping instructions, production information, and other forms for all services needed during installation, Show Hours and dismantle.

28. WARRANTIES

AAHKS makes no warranties, either express or implied, as to the availability or suitability of the contractors, services and/or equipment of the Facility, AAHKS, or their respective employees, agents or contractors.

29. AMENDMENTS/ INTERPRETATION

AAHKS reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to Exhibitor. Exhibitor, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. AAHKS reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Exhibitor, in the sole interpretation of AAHKS shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events of AAHKS.

30. ENFORCEMENT/ MISCELLANEOUS

This Contract is governed by Illinois law and the Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in Cook County, Illinois, with respect to any action arising out of this Contract or AAHKS. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

This Contract will be binding on the Exhibitor's heirs, successors and assigns.

31. LIMITATION OF LIABILITY

In no event shall the facility, AAHKS 2023 annual meeting, AAHKS, their owners, managers, officers or directors, agents, employees, independent contractors, subsidiaries and affiliates (collectively "AAHKS parties") be liable to the exhibitor or any third party hired by or otherwise engaged by the exhibitor for any lost profits or any other indirect, special, punitive, exemplary, incidental or consequential damages, including attorney's fees and costs, arising out of this application and contract or connected in any way with use of or inability to use the services outlined in this application and contract or for any claim by exhibitor, even if any of the AAHKS parties have been advised, are on notice, and/or should have been aware of the possibility of such damages. Exhibitor agrees that AAHKS parties' sole and maximum liability to exhibitor, regardless of the circumstances, shall be the refund of the exhibit booth fee. Exhibitor agrees to indemnify and defend the AAHKS parties from any claims brought by a third party hired by, or engaged by the exhibitor for any amount beyond the exhibit booth fee. Further, exhibitor agrees to pay all attorneys' fees and costs incurred by AAHKS parties arising out of, or in any

way related to, this contract. Exhibitor shall be solely responsible for its attorneys' fees and costs.

32. PERSONAL INFORMATION CONSENT

Exhibitor acknowledges that personal information of all its company contacts may be used by AAHKS: (a) to fulfill the purpose and obligations of this contract; (b) to communicate other information about AAHKS; (c) to engage in outreach to solicit corporate support of AAHKS in the future; and (d) in furtherance of any other purpose outlined in AAHKS privacy policy. Exhibitor represents it is authorized by all its company contacts to provide the preceding acknowledgement on their behalf.

By its signature below, Exhibitor submits this Application and Contract and agrees to be bound to its terms:

EXHIBITOR:

[Name of Company Printed Here]

By: _____

Printed Name: _____

Title: _____

Date: _____

ACCEPTED BY AAHKS

By: _____

Date: _____