

MUSEUMEXPO 2023 TERMS AND CONDITIONS OF AGREEMENT:

1. It is understood that the following terms and conditions are accepted as part of the contract between the American Association of Museums d/b/a, the American Alliance of Museums (the "Alliance") and the Exhibitor listed in the MuseumExpo 2023 Application and Contract for Exhibit Space (the "Exhibitor"), of which is incorporated by reference, to rent exhibit space at the Alliance's trade show, MuseumExpo 2023 (Event). The MuseumExpo 2023 Application and Contract for Exhibit Space (the "Application") is attached hereto, and its terms and conditions are incorporated herein. The Exhibitor and the Alliance may each be referred to as "Party," or collectively, as "Parties" herein. It is agreed that the Exhibitor will abide by the rules and regulations as set forth in the terms of this agreement and the MuseumExpo 2023 Exhibitor Service Manual, provided by the contracted decorator Freeman Decorating, (to be provided to the Exhibitor no later than March 1, 2023), before, during, and after MuseumExpo, and by other reasonable rules considered necessary by the Alliance and the Colorado Convention Center, Denver, CO.

Additionally, it is agreed that Exhibitor shall abide by any and all agreements made by and between the Alliance and the Colorado Convention Center, Denver, CO and any and all rules, terms, and conditions of the Colorado Convention Center, Denver, CO.

The Alliance shall have the sole authority to interpret and enforce all rules and regulations included herein, to make any amendments thereto, and to make further rules and regulations as necessary to ensure the orderly conduct of MuseumExpo. The Parties hereby agree and acknowledge that any waiver of or failure to exercise any right provided for herein shall not be deemed a waiver of any further or future right under this Agreement.

The Alliance has the further right and authority to coordinate, plan, share and or otherwise co-locate its Event with other museum-related associations for the purpose(s) of cost sharing, cross-marketing, and/or content-sharing.

2. ACCEPTANCE OF EXHIBIT BOOTH APPLICATIONS: The character, presentation, and display of the Exhibitor's booth and/or exhibit is subject to the approval of the Alliance and MuseumExpo Show Manager, or another authorized Alliance representative. Only professional equipment, products and/or services related to the museum profession and industry may be displayed or otherwise promoted. The Alliance reserves the right to make such approval determinations at its sole discretion. The Exhibitor agrees to acknowledge and abide by any such determinations.

3. PAYMENT INFORMATION: A 50% non-refundable deposit is required with this application if you apply for booth space before February 28, 2023. The balance, of 100% of booth payment, is due by March 1, 2023. For booths reserved after February 28, 2023, full payment is required immediately and is non-refundable. Companies who have not paid in full by February 28, 2023, risk forfeiting their booth space. The Alliance reserves the right to deny participation in MuseumExpo if applicant is not in good standing with the Alliance.

4. EXHIBIT BOOTH CANCELLATION, REFUND & BOOTH REDUCTION POLICY:

- a. **Exhibit Booth Cancellations:** Cancellations must be received in writing. It is mutually agreed that by canceling exhibit booth space, the Exhibitor relinquishes all benefits included with the exhibit booth space, including the complimentary registrations and access to the attendee mailing list. The Alliance will not apply credit toward future MuseumExpo events, sponsorships or advertising with the Alliance.
- b. **Exhibit Booth Refunds:** Deposits are non-refundable. Cancellations made after February 28, 2023, AAM will retain 100% of booth fees due. No refunds will be issued for cancellations received after midnight February 28, 2023. Cancellations made after February 28, 2023, AAM will retain 100% of booth fees due.
- c. **Booth reductions** can be made; however, Exhibitors are responsible for 75% of their original booth

fee. The difference in rates between the Exhibitor's initial booth rate/downsized rate cannot be applied to any other Alliance services. All booth reduction requests must be made in writing. Booth reduction requests will be honored as space allows.

Only exhibitors whose accounts are paid in full and have complied with all other terms and conditions of this agreement prior to May 19, 2023, will be permitted to install its booth/display. The Alliance reserves the right to deny participation in MuseumExpo if applicant is not in good standing with the Alliance for any reason. Exhibitors are further responsible for ensuring that there are no outstanding amounts, related or unrelated to the Event, owed by them to AAM. If all payments and outstanding amounts are not paid in full by May 19, 2023, AAM retains the right to cancel the Exhibitor's space without further notice and without obligation to refund previously paid amounts. Any re-sale of exhibit space shall not result in a refund to the Exhibitor.

Exhibitors will not be permitted on premises for installation until full payment is received. There is no exception to this policy. Exhibitor who fails to occupy its assigned space two hours prior to the published expo hours (set no later than 8:00 a.m. on Friday, May 19, 2023, and has not given AAM the required written notice of cancellation will be considered "no show." AAM has the right to use "no show" exhibit space in such a manner as it may deem in the Event's best interest. Failure to occupy exhibit space does not relieve the Exhibitor from their obligation to the terms of the Agreement.

5. LOCATION OF EXHIBITS/FACILITY: MuseumExpo 2023 will be in Exhibit Halls A, B, E & F-of the Colorado Convention Center, Denver, CO in such other designated space as may be assigned by the Colorado Convention Center, Denver, CO.

6. UNION JURISDICTIONS:

COLORADO LABOR CONDITIONS CONVENTION, DISPLAY, TRADE SHOW

Exhibitor acknowledges that certain trades, crafts, and work conducted within the convention center and/or for the Event, are subject to labor union jurisdiction. AAM has provided some definitions and rules to acquaint Exhibitors with specific guidelines for contract labor. Any questions should be addressed to Show Management or to Freeman Decorating Company directly.

All decorating, display and material handling labor related to conventions, trade shows, promotional displays and consumer shows is performed by the Official Service Contractor.

DISPLAY AND EXHIBIT WORK - INSTALLATION, DISMANTLING AND DECORATING:

Full-time employees of an exhibiting firm may install and dismantle their own respective company display if such work can be completed in less than sixty minutes without the use of mechanized tools. Any outside or additional labor required for installation, dismantle or decorating of displays is to be performed by the Official Service Contractor or by any other party signatory to the IATSE, Local 7 under the guidelines established by the International Association of Expositions and Events.

MATERIALS DELIVERED TO OR PICKED UP FROM SHOW/JOB SITE: All materials received, other than those in exhibitor owned vehicles as described below, will be handled by the Official Service Contractor. Please refer to the enclosed shipping instructions and material handling information.

EXHIBITOR OWNED VEHICLES: Exhibitors, show organizers and other clients may handle their own materials which can be carried by hand by one person. Exhibitors may not bring or use carts, pallet jacks or other material handling equipment which would interfere with the operations of the Official Service Contractor. The above will be strictly followed.

All materials, other than exhibitor handled materials as described above, are chargeable as material handling will be handled through the Official Service Contractor. There are no storage facilities available for materials handled by exhibitors.

Space is limited at show site. To ensure the orderly move in and move out of the show, all docks and vehicle traffic are under the exclusive control of the Official Service Contractor. As conditions permit,

space may be made available for exhibitor owned vehicles to load or unload. One person should remain with the vehicle at all times. Due to volume and time constraints, exhibitor owned vehicles must be capable of being loaded/unloaded within fifteen minutes.

Any questions should be addressed to the Official Service Contractor or show management. To arrange for display labor or material handling, please complete the order forms in the exhibitor service kit.

7. BOOTH EQUIPMENT AND SERVICES PROVIDED: Back and side drape, and one identification sign (7" high x 44" wide) will be provided by the Alliance without cost to the Exhibitor if ordered at least 90 days prior to the start of MuseumExpo. Furnishings such as carpet, tables and chairs can be ordered through the decorator at Exhibitor's expense. Standard lighting will be provided in the exhibit hall; however, other services, such as compressed air and water, electricity, telephone, and internet access will be provided by the Colorado Convention Center, Denver, CO at an additional charge to the Exhibitor. Order forms for these services will be provided in the MuseumExpo Exhibitor Service kit, provided by the decorator.

8. FLOOR PLAN: The Alliance retains the right to modify the Event floor plan to the extent necessary for the best interest of the Alliance and the MuseumExpo. To view the most current MuseumExpo floor plan, refer to the interactive floor plan—which can be viewed online.

9. SECURITY: Neither the Alliance nor the Colorado Convention Center, Denver, CO will be in any way liable or responsible for the loss, theft, damage, or disappearance of personal or commercial property from Exhibitor's booth space or from the exhibit hall. Exhibitors are responsible for securing their own property, equipment, and belongings at all times.

10. RULES AND REGULATIONS: Vendors who sell products and/or services to the museum community are not allowed to conduct or solicit business in the Colorado Convention Center, Denver, CO, unless they have purchased exhibit booth space, rented a MuseumExpo presentation theater or sponsored an exhibit hall special event at MuseumExpo 2023. Violators of this regulation should be reported to Show Management and will result in immediate removal from the show floor and the Alliance's refusal to accept any and all registrations and future registrations.

- a. **Exhibit Booth Structure:** No walls, partitions, decorations, or other obstructions may be erected that in any way interfere with the view of another Exhibitor. Exhibitors who wish to use any non-standard booth equipment, signs, decorations, or arrangements of display materials that in any way conflict with the stated regulations must submit two copies of a detailed sketch or layout (including all dimensions) no later than March 1, 2023, for approval by the MuseumExpo Show Manager.
- b. **Standard Exhibit Configuration (10' x 10', 10' x 20' and 10' x 30' booths):** Exhibits must not be higher than 8' in the back and 4' on each side. Display fixtures over 4' high must be confined to the area of the exhibit booth which is within 5' of the backline. Nothing over 4' high can be within 5' of the aisle line (the front half of the booth). Hanging signage and other items from the ceiling is not permitted.
- c. **Island Exhibit Configurations:** Island exhibits must not be higher than 16 feet (subject to Convention Center ceiling height) multi-story exhibits must be approved through stamp or signature of a licensed structural engineer indicating that the structure is properly engineered for the proposed use. All island configurations and multi-story exhibits must be pre-approved by the Alliance MuseumExpo Show Manager and the Colorado Convention Center, Denver, CO, by March 1, 2023
- d. **Exhibit Materials:** No combustible decoration, such as crepe paper, cardboard, or corrugated paper, may be used at any time. All packing containers, excelsior, and wrapping paper, which must be flame-proof, are to be removed from the floor and must not be stored under tables or behind displays. All muslin, velvet, silken or any other decoration must stand a flameproof test as prescribed by the fire ordinance of the City

of Denver. All materials and fluids which are inflammable are to be kept in safety containers. Open flames, butane gas, acetylene, oxygen tanks, or other flammable materials are not permitted. Balloons are not permitted in the exhibit hall.

- e. **Exhibit Booth Staffing:** The Alliance and MuseumExpo requires that each organization open its exhibit booth on time each day at hours specified on the Alliance website, aam-us.org, and that all booths be staffed throughout the day until the hall closing announcement has been made (hours specified on aam-us.org). A **\$500.00 penalty fee** will be charged to Exhibitors who disassemble their booth/exhibit prior to the official close of the show. All booth personnel must be employed/contracted with organization contracting exhibit space from the Alliance. **Children under the age of 16 are not permitted in the exhibit hall during move-in and move out.** Minors under 18 may attend the exhibit hall (1) only during Official MuseumExpo Hours and (2) if always accompanied by an adult. A signed **WAIVER WILL BE REQUIRED**. Approval must be signed off by AAM show management before minor can access the exhibit hall.
- f. **Access:** Badges will be required for entry into the exhibit hall. Badges are not transferable and will be confiscated if worn by other than the person to whom issued. Booth personnel will not be permitted access to the exhibit hall earlier than one hour before it opens, and later than one hour after it closes. Only registered exhibitors and their installation personnel may enter the exhibit hall during installation and dismantling hours.
- g. **Soliciting/Demonstrating:** Soliciting, canvassing, or demonstrating by an Exhibitor must be confined to the Exhibitor's own booth and may not interfere with neighboring booths.
- h. **Contests/Raffles/Giveaways:** Contests, lotteries, raffles, and games of chance may be conducted only with the prior approval of the Alliance MuseumExpo Exhibit Hall Show Manager. In conducting any pre-approved contest, lotteries, raffles, or games of chance, Exhibitor shall warrant that it has complied with all state and local laws and regulations for such activity.
- i. **Noise:** The noise level from any Exhibitor's demonstration or sound system should be kept to a minimum and not disruptive to neighboring exhibitors, attendees, or convention personnel. Exhibitor agrees to adjust noise volume as requested by Alliance Show Manager or convention center personnel.
- j. **Destruction of Property:** Nothing shall be posted on, tacked, nailed, screwed, taped, stapled, or otherwise attached to ceilings, columns, walls, floors, painted surfaces, or other parts of the building or furniture. No holes may be drilled, cored, or punched in the building. Any property destroyed or damaged by an Exhibitor becomes the responsibility of the Exhibitor at the Exhibitor's expense.
- k. **Subletting Space:** Booth sharing is prohibited. An Exhibitor may not assign, sublet, or apportion all or any part of the contracted booth space allotted to him/her. Any materials other than those manufactured or distributed by the Exhibitor in the regular course of business may not be displayed by the Exhibitor or be allowed by the Exhibitor to be displayed by other persons or firms.
- l. **Decorum:** The Alliance shall have the right to exclude, reject, or to require modification of any display, demonstration, or behavior at Exhibitor's expense which, in the Alliance's sole discretion, it considers not proper, unprofessional, or not otherwise in keeping with the character and/or professional reputation of AAM and/or MuseumExpo. Exhibitors acknowledge and shall be bound by the decisions of the Alliance MuseumExpo Management in all matters related to MuseumExpo.
- m. **Americans with Disabilities Act:** Exhibitors shall be responsible for compliance with the Americans with Disabilities Act as it relates to their participation in the Exhibit Hall, their booth, promotional materials and other services and activities conducted by the

Exhibitor during the Event.

11. CANCELLATION OR RELOCATION OF THE ANNUAL MEETING AND MUSEUMEXPO:

In the event of cancellation of the Alliance Annual Meeting and MuseumExpo due to circumstances within the Alliance's control, the liability of the Alliance shall be limited to a refund of deposit fees paid to the Alliance by the Exhibitor. Alternatively, the Exhibitor may be provided the option of applying such deposit to future meetings. In the event of a relocation of the Alliance Annual Meeting and/or MuseumExpo due to circumstances within the Alliance's control, this contract remains in force, with all monies paid applied to the relocated venue

12. FORCE MAJEURE: In the event the Alliance has no control over the cancellation of the annual meeting and MuseumExpo, due to acts of God, national emergency, terrorism, or threat thereof, governmental regulation, civil disorder, recognized health threats as determined by the World Health Organization, and strikes or labor disputes, and both parties' performance obligations would become illegal, impossible, or impractical, then neither party shall be liable to the other. In such cases, any deposits paid by Exhibitor to the Alliance shall be refunded or applied to future event, and each party waives any claim against the other party for damages by reason of such cancellation.

13. LIABILITY AND INSURANCE: The Alliance shall not be liable for loss or damage of any property of Exhibitor which Exhibitor may suffer during installation, removal, or during the annual meeting and MuseumExpo itself by reason of burglary, fire, accident, or any destructive cause. Commercial property and liability insurance must be procured by the Exhibitor at its own expense, secured and maintained throughout the period of the annual meeting and MuseumExpo, inclusive of move-in and move-out days. Commercial liability insurance with combined single limit of at least \$1,000,000.00 each occurrence for bodily injury and property damage shall be secured. Such insurance shall name the following as additional insured: American Alliance of Museums, Colorado Convention Center, Denver, CO and the City of Denver, and their respective members, officers, agents, and employees. At least 60 days prior to the move-in date, Exhibitor shall provide the American Alliance of Museums with Certificate of Insurance as evidence of such coverage. No exhibitor will be permitted to "move-in" without providing evidence of such insurance coverage.

Indemnification and Waiver: Exhibitor agrees to indemnify, hold harmless and defend the American Alliance of Museums, the Colorado Convention Center, Denver, CO, and the City of Denver, and their respective members, officers, directors, agents, and employees ("indemnities") from and against all liabilities, damages, actions, losses, claims and expenses (inclusive of attorney's fees) on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any act, omission, negligence, fault or violation of law or ordinance by the Exhibitor or its employees, agents, contractors, patrons, or invitees.

The Alliance shall not be liable for any failure to deliver space to an Exhibitor or for the loss of allotted space of an Exhibitor, who has contracted for exhibit space, if non-delivery is due to destruction of or

damage to the building or the exhibit area by fire, or act of God, acts of public enemy, strikes, the authority of the law, or any cause beyond the Alliance's control.

14. RIGHT TO REMOVE THE EXHIBITOR'S PROPERTY: The Alliance reserves the right to remove from MuseumExpo premises any or all property of the Exhibitor should the Alliance Annual Meeting and MuseumExpo be cancelled or relocated or should the Exhibitor violate any of the conditions of the Exhibitor's agreement including terms herein. This right may be exercised without prior notice or hearing.

15. DIVERSITY, EQUITY, ACCESSIBILITY, AND INCLUSION: Exhibitor recognizes and acknowledges that AAM has a diverse membership and that it is vital for the success of the Event that their attendees, exhibitors, and guests be treated fairly and equitably, without discrimination on the basis of sex, sexual orientation, age, race, color, national or ethnic origin, religion, or physical handicap or disability. Exhibitor represents and warrants that it and its officers, directors, employees, and agents do not discriminate against AAM attendees, exhibitors, and guests on the basis of sex, sexual orientation, age, race, color, national or ethnic origin, religion, or physical handicap or disability.

16. MUSIC LICENSE PATENT, COPYRIGHT, OR TRADE SECRET: The Exhibitor agrees to hold the Alliance, its officers, directors, employees, and agents, harmless from all loss, cost claims, causes or action, obligations, suits, damages, liability expenses, and costs including attorney's fees arising from or out of any violation or infringement (or claimed violation or infringement) by Exhibitor, Exhibitor's agents or employees of any patent copyright, or trade secret rights or privileges.

17. TRADEMARK LICENSE; MUSIC & OTHER INTELLECTUAL PROPERTY TERMS:



Exhibitor

The Alliance hereby grants to Exhibitor a limited, revocable, non-exclusive, nontransferable license without the right to sublicense to use the trademarks set forth below (hereinafter individually and collectively referred to as the "Alliance Exhibitor Marks") in connection with Exhibitor's booth at MuseumExpo. Exhibitor may use the Alliance Exhibitor Marks to advertise and promote itself as an exhibitor at MuseumExpo from the date of the Alliance's acceptance of this Application through the last day of MuseumExpo. For quality control purposes, all uses by Exhibitor of the Alliance Exhibitor Marks shall be subject to the prior approval of the Alliance and shall be consistent with any guidelines established by the Alliance regarding third-party use of its logo.

Each Exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs, or other copyrighted material in exhibit booths or displays. Exhibitors playing, broadcasting, or performing music or displaying any other copyrighted material, such as photographs or other artistic works, must present upon request of show management satisfactory proof that the Exhibitor has, or does not need, a license to use such music or copyrighted material.

The Alliance condemns intellectual property infringement and counterfeiting; however, as a neutral organizer of MuseumExpo, the Alliance cannot get involved in exhibitor disputes or provide legal advice. Exhibitor agrees not to sue or threaten to sue the Alliance for contributory infringement or any other theory that the Alliance is indirectly or secondarily liable for a violation of intellectual property rights (e.g., trademark, copyright, or patent) by a third party.

Exhibitor warrants that it is the owner or licensee of all intellectual property used by Exhibitor at MuseumExpo or in promotion thereof. Exhibitor agrees to defend, indemnify, and hold harmless the

Alliance, their officers, directors, employees, and agents, harmless from all loss, cost claims, causes of action, obligations, suits, damages, liability expenses, and costs including attorney's fees arising from or out of any dispute involving intellectual property owned or used by Exhibitor at MuseumExpo or in promotion thereof.