

MUSEUMEXPO 2027 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 2027 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 2027 (Event). The MuseumExpo 2027 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 2027 Exhibitor Service Kit, provided by the contracted decorator Freeman Decorating, (to be provided to the Exhibitor no later than February 20, 2027), before, during, and after MuseumExpo, and by other reasonable rules considered necessary by the Alliance and the George R. Brown Convention Center, Houston, TX. Additionally, it is agreed that Exhibitor shall abide by any and all agreements made by and between the Alliance and the George R. Brown Convention Center, Houston, TX and any and all rules, terms, and conditions of the George R. Brown Convention Center, Houston, TX. 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. The balance, or 100%, of booth payment is due by December 31, 2026. For booths reserved after December 31, 2026, 100% payment is required and is non-refundable. 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. Booth Deposit. For all cancellations, The Initial 50% deposits are non-refundable.

Note: Cancellations made after December 31, 2026, AAM will retain 100% of booth fees due.

- b. **Booth reductions/downsizing** Exhibitors requesting to downsize their booth must submit a written request to the event organizers. Booth downsizing is subject to approval and availability. A downsizing fee of \$500 will apply to all booth size changes to cover

administrative and logistical costs. If the downsized booth costs less than the original, the difference (minus the downsizing fee) will be refunded to the exhibitor, provided the request is made before **December 31, 2026**. If a downsize or booth reduction is requested after this date, A downsizing fee of \$700 will apply to all booth size changes to cover administrative and logistical costs.

c. Only exhibitors whose accounts are paid in full and have complied with all other terms and conditions of this agreement prior to May 5, 2027, 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 April 15, 2027, 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 move in days) 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 2027 will be in Exhibit Halls A3/B3 at the George R. Brown Convention Center, Houston, TX in such other designated space as may be assigned by the George R. Brown Convention Center, Houston, TX.

6. 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. Please note: **Island booths are exposed to aisles on all four sides. Island booths do not receive the standard pipe and drape with their booth.*

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 George R. Brown Convention Center, Houston, TX 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.

7. 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.

8. SECURITY: Neither the Alliance nor the George R. Brown Convention Center, Houston, TX 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.

9. RULES AND REGULATIONS: Vendors who sell products and/or services to the museum community are not allowed to conduct or solicit business in the George R. Brown Convention Center, Houston, TX, unless they have purchased exhibit booth space, rented a MuseumExpo presentation theater or sponsored an exhibit hall special event at MuseumExpo 2027. 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, 2027, 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. Please visit the [IAEE Guidelines](#) for display rules and regulations;
- 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 George R. Brown Convention Center, Houston, TX, by March 1, 2027. Please visit the [IAEE Guidelines](#) for display rules and regulations;
- 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 Houston. 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. The hours are also specified on AAMs annual meeting website. 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.

10. 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.

11. 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 per the terms and conditions or applied to future event, and each party waives any claim against the other party for damages by reason of such cancellation.

12. 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, George R. Brown Convention Center, Houston, TX and the City of Houston, 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 George R. Brown Convention Center, Houston, TX, and the City of Houston 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.

13. 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.

14. 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.

15. 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.

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



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.

17. UNION JURISDICTIONS:

Union Jurisdictions For The Texas Local Unions The following guidelines apply in the Texas region: We are certain you will appreciate knowing in advance that union labor may be required for certain aspects of your exhibit handling. To help you understand the jurisdiction that the various unions have, we ask that you read the following: Electrical labor & plumbing We are responsible for the installation and distribution of all electrical outlets, cables and equipment. This includes extension cords installed under carpet or any other type of flooring. Freeman is responsible for any hardwiring of equipment to installed electrical cables or disconnecting devices. Exhibitors are permitted to install their own lights, monitors, and other A/V equipment.

Freeman is responsible for the installation and distribution of all water lines and the filling and draining of all water tanks. Exhibitors are permitted to connect their equipment to the lines installed by Freeman.

Material handling local union labor

The Local Union has jurisdiction for the operation of all material-handling equipment, all unloading and reloading, and the handling of empty containers. Exhibitors may unload their own personal vehicles provided they do not use any material handling equipment (forklifts, flatbeds, dollies, pallet jacks, etc.) Freeman will control access to the loading docks in order to provide for a safe and orderly move-in/moveout.

Installation & dismantle labor - local union labor

The Local Union has jurisdiction for the installation and dismantling of all exhibits including carpet, furniture, and hanging signs. All hired labor must belong to the Local Union. Labor can be ordered in advance by ordering online or at show site, at the Freeman Service Center. Three options for installation and dismantle labor exist in Texas. Labor may be:

- performed by full-time employees of the exhibiting company; or
- hired through Freeman, the official general service contractor; or
- hired through an exhibitor-appointed contractor.

Please Note:

- Please do not tip any employees. Do not give coffee breaks, union employees have a fifteen-minute paid break mid-morning and mid-afternoon. Any attempt by an employee to solicit gratuity for any service should be reported immediately to Freeman and/or Exhibit Management. Union employees are paid a good wage scale, and tipping is strongly discouraged and is not an accepted policy of any Official Service Supplier.
- If you encounter any difficulty with any laborer, or if you are not satisfied with the work performed, please bring this to the attention of Freeman. Please refrain from voicing complaints directly to craft personnel.
- The person in charge of your exhibit should carefully inspect and sign all work orders. If there are any questions about any bills, bring the bill to the appropriate Freeman Service Center and discuss it with the person in charge.

Texas is a right-to-work state. Exhibitors may install and dismantle their own exhibits using their full-time employees or may hire labor through the official service contractor or an Exhibitor Appointed Contractor (EAC).

Please note the following:

- Full-time employees of the exhibiting company may set up and dismantle their own exhibit.
- Exhibitors may hand-carry materials that can be safely carried by one person in a single trip.
- The use of forklifts, pallet jacks, motorized equipment, and material handling equipment is restricted to the official service contractor.
- Electrical services, plumbing, rigging, and other specialized services must be performed by authorized contractors.
- Exhibitors utilizing an Exhibitor Appointed Contractor (EAC) must comply with all AAM, facility, and contractor requirements, including insurance and registration requirements.

Specific labor regulations and service requirements will be included in the Exhibitor Service Kit and should be reviewed prior to move-in. For questions regarding labor jurisdictions, material handling, or installation and dismantle services, please contact the official service contractor.