2027 SFMA Rules governing exhibition

Terms and Conditions:

ACCEPTANCE

These terms of use are entered into by and between you, the exhibitor/sponsor ("Exhibitor/sponsor"), and the Sports Field Management Association ("SFMA"). The following terms and conditions, together with Exhibitor/sponsor's sponsorship application (the "Sponsorship Application") submitted through SFMA's website (located at www.Sportsfieldmanagement.org) ("SFMA's Website"), SFMA's terms of use and privacy and security policy located thereon (collectively, the "Terms and Conditions") govern Exhibitor/sponsor's sponsorship of SFMA's convening (as defined below), including any virtual exhibitor showcase or booth that Exhibitor/sponsor sets up and maintains for an SFMA event. These Terms and Conditions, together with the Sponsorship Application, constitute the entire agreement between SFMA and Exhibitor/sponsor with respect to SFMA's event and supersede all other previous and contemporaneous communications, representations, agreements, or prior proposals between the parties regarding SFMA, whether written or otherwise.

We understand that submission of this application indicates agreement to pay 100 percent of the exhibit fee. Space assignments will not be made unless a payment is received with the Exhibit Space Application and Contract. We understand that booth cancellations must be received in writing. A non-refundable fee equal to 50 percent of the total booth cost will be forfeited for cancellations received on or before July 1, 2026. After July 1, 2026, no refunds will be issued. SFMA reserves the right to cancel exhibit space if the payment balance is past 60 days of the invoice date, in which case, deposits will not be refunded. Payments for 2027 exhibit space may not be applied to subsequent exhibitions.

If our choices of space have been assigned, we request SFMA to assign the best available space. We understand: 1) this application becomes a contract when submitted by our representative and is accepted by SFMA, and 2) this agreement is considered a confidential communication between SFMA and our company. We agree to comply with the terms, exhibit regulations, instructions, and conditions as published in this application and in the official Exhibitor manual which will be forwarded at a later date, and with all

conditions under which facilities (Convention Center) have been rented to SFMA. I have read and agree to the terms, conditions, and rules governing exposition as contained on both pages of this application and contract.

SFMA recognizes that some exhibitors may be reluctant to participate in the exhibition without knowing their financial liability to SFMA should there be an event cancellation as a result of the ongoing pandemic. Therefore, the amendment to the contract stipulates: “Notwithstanding anything to the contrary set forth in the Agreement, in the event Owner cancels the Conference in its entirety as a result of a pandemic or considerations arising therefrom, Owner hereby agrees to provide Exhibitor a full refund of all monies, including deposits, paid by Exhibitor to Owner for the 2027 exhibition."

1. **CONTRACT FOR SPACE.**
   This application for space constitutes a contract for the right to use the space. By submitting an application for exhibit space, the applicant releases SFMA, the Venue, and official show con- tractors from any and all liabilities to the applicant, its agents, licensees, or employees that may arise or be asserted as a result of the submission of an application or of participation in this exhibit. Acceptance of an application does not imply endorsement by SFMA of the applicant’s products, nor does rejection imply lack of merit of product or manufacturer. SFMA has sole right to determine eligibility of any company or product for inclusion in the trade show and retains the right to rescind the contract within 30 days of receipt if the exhibit is deemed to be contrary to the best interests of the show. SFMA has the right to move any Exhibitor’s location in the exhibit hall for any reason.

Per show management, all booths are required to be carpeted. If carpet is not placed in your booth by 12:00 p.m. on the day prior to the exhibition opening, the carpet will be placed in your booth and you will be responsible for payment of the carpet. Please note the Convention Center has a substantial penalty for damages to the facility floor. A barrier must be placed in your booth under any liquid, stone, sand, brick or plants that will be displayed in your booth space. If the flooring of your booth is raised off of the ground – you are required to place a piece of equipment with 3ft of height on the edge of the corner to help reduce accidents.

2. **EXHIBIT BOOTHS & SIZES.**
   Standard booth background, side rail drape, and uniform two-line signs are provided without charge. All other furnishings, equipment, facilities, etc., will be provided by the Exhibitor at its own expense and responsibility. Booth backgrounds are eight feet in height, and divider rails are three feet in height. In 10' X 10' booths, the area four feet forward from the rear background of each booth, display materials may be placed up to a height not exceeding eight feet from the building floor. 10x20 booths are generally 10 feet deep by 20 feet wide. The maximum back wall height of 8 feet is allowed only in the rear half of the booth space and within 5 feet of the two side aisles, with a 4 feet height restriction imposed on all materials in the remaining space forward to the aisle. For larger booths, the height restriction is 12 feet. Island configurations are limited to 16-20 feet in height where ceilings permit. In any portion of the booth beyond four feet from the rear background — with the exception of island booths — the height shall not exceed four feet. SFMA may grant exceptions to these rules. However, the exhibitor must obtain written permission from SFMA prior to the exhibition. Exhibits not conforming to these specifications or which in design, operation, or otherwise, are objectionable in the opinion of the management will be prohibited. SFMA requires submission of the booth floor plan that details the placement of objects, walls, backdrops, etc. This floor plan is due eight (8) weeks prior to the date of show move-in. SFMA follows IAEE exhibitor guidelines and rules. SFMA has the right to object to any booth that does not follow the guidelines.

3. **USE OF EXHIBIT SPACE.**
   No Exhibitor may sublet, assign, or apportion any part of the space allotted, or represent, advertise, or distribute literature for the products or services of any other firm or individual except as approved in writing by SFMA. The purposes of the exhibit are to inform and educate SFMA members regarding the characteristics and uses of the products.

Cash and carry sales are not permitted.

4. **BOOTH SET UP.**
   Booths must be set up by 5:00 p.m. the day before the exhibition opens. Booth setup will not be permitted after that. The show decorator will carpet and furnish

any booth space not set up by noon the day before the exhibition opens and the invoice will be sent to the exhibitor.

5. **RESTRICTION OF ACTIVITIES.**
   All Exhibitors activities must be confined to the contracted exhibit space. No solicitation or distribution of materials outside of exhibit space will be allowed without written permission from SFMA.

6. **BOOTH REPRESENTATIVES.**
   Exhibitor's booth representatives shall be restricted to employees of the exhibiting companies who are working in the Exhibitor's booth. Booth representatives shall wear "EXHIBITOR" badge identification furnished by SFMA at all times. SFMA may limit the number of booth representatives at any time.

7. **PROPER ATTIRE AND CONDUCT.**
   The exhibitor's representative's manner, appearance, and dress must be such as not to offend even the most critical.

Any breach of this rule may result in the Exhibitor being ejected or barred from the show.

Exhibitors operating audio or any other noise-creating devices shall do so only at a level which will not interfere with other Exhibitors or add unduly to general acoustic inconvenience, or SFMA may require discontinuance of their use. Should the wording on any sign or area in Exhibitor's booth be deemed by SFMA to be contrary in any way to the best interests of the trade show, Exhibitor shall make such changes as are requested by SFMA. All demonstrations of services or equipment, interviews, and other exhibit activities must be conducted so as not to infringe on the rights of other Exhibitors or offend visitors to the exhibit.

8. **MUSIC LICENSING.**
   Exhibitors using music in their booth, either live or mechanical, must provide SFMA with a copy of the Exhibitors Licensing Agreement with AS- CAP, BMI, or other such licensing organization.

Further, should Exhibitor play music, Exhibitor agrees to indemnify and hold SFMA harmless from any action brought against SFMA by ASCAP, BMI, or other such licensing organization for the playing of such music.

9. **DAMAGE TO PROPERTY.**
   Exhibitor is liable for any damage caused by Exhibitor or its representatives to building floors, walls, or columns, or to the property of other Exhibitors. Exhibitors may not apply paint, lacquer, adhesive, or other coatings to building columns or floors or to standard booth equipment.

10. **FIRE AND SAFETY REGULATIONS.**
    Exhibitor agrees to accept full responsibility for compliance with federal, state, and municipal regulations in the provision and maintenance of adequate safety devices and conditions for the operation of machinery and equipment.

Exhibitor agrees to comply with all state and local fire and safety regulations.

Combustible or explosive materials and substances must be flame-proofed. Packing containers, excelsior, wrappings, and similar materials must be removed from the exhibit area and may not be stored under tables or behind displays.

No firearms or materials deemed weapons by SFMA show management is not permitted. Exhibitors can be removed from the exhibition if firearms or materials deemed weapons are discovered.

11. **ALCOHOLIC BEVERAGES.**
    The use of alcoholic beverages in the Trade Show area by the Exhibitor is prohibited except by permission of SFMA.

12. **ATTENDANCE.**
    SFMA shall have sole control over admission policies at all times.

13. **EXHIBITOR ACCESS DURING NON-SHOW HOURS.**
    Booth representatives will be permitted to enter the trade show 30 minutes before the scheduled opening time each day of the show and will be permitted to remain in the exhibit hall up to 30 minutes after the closing hour on the first night.

14. **FAILURE TO HOLD TRADE SHOW.**
    Should any contingency prevent holding of the Trade Show, this lease shall terminate, and the Exhibitor waives any claim for damages or compensation, and neither party shall have any further obligation against the other, except that SFMA shall refund to the Exhibitor the amounts paid under the Agreement, less a pro-rata share of SFMA's actual expenses incurred in connection with the said trade show. Said pro-rata share of SFMA's actual expenses is to be determined on the basis of the number of square feet of floor space assigned to the Exhibitor in relation to the total number of square feet of floor space assigned to all Exhibitors.

15. **EXHIBITOR'S RESPONSIBILITY.**
    Exhibitor agrees to indemnify SFMA, the Venue, members, officers, directors, agents, and employees of each of these entities and official show contractors against and hold them harmless for any claims arising out of the acts or negligence of the Exhibitor, his agents, or employees, or out of labor disputes.

16. **INSURANCE & LIABILITY.**
    General liability and fire insurance are the responsibility of the Exhibitor. A certificate must be furnished naming SFMA as co-insured with limits of liability of at least $1,000,000 combined single limits including bodily injury and property damage. Exhibitors are required to provide a copy of their Certificate of Insurance (COI) with proper documentation eight (8) weeks prior to show move-in date. Exhibitors will not be allowed to start set-up on the exhibit tradeshow floor without an approved COI on file with SFMA. The exhibitor must name SFMA as additionally insured and submit a form prior to onsite set-up. Coverage must include set-up and dismantle days.

SFMA assumes no risk and by acceptance of this agreement the Exhibitor expressly releases SFMA, the Venue, members, officers, directors, agents, and employees of each of these entities, and official show contractors of and from any injury to itself or employees while in the trade show quarters. Exhibitor agrees to hold SFMA, the Venue, and official show contractors, harmless for damage to the Exhibitor from any cause whatsoever or from any action of any nature by SFMA, including damage to his business by reason of failure to

provide space for his exhibit, or failure to hold the trade show as scheduled, except as provided herein.

17. **AMERICANS WITH DISABILITIES ACT.**
    Exhibitor acknowledges its responsibilities under the Americans with Disabilities Act (ADA) to make its booth accessible to handicapped persons. Exhibitor shall also indemnify and hold SFMA, the Venue, members, officers, directors, agents, and employees of each of these entities harmless against cost, expense, liability, or damage which may be incident to arise out of or be caused by Exhibitor's failure to comply with the requirements of this Act.

18. **LOTTERIES AND CONTESTS.**
    The operation of games of chance, lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only with written approval from SFMA. Games, lotteries, raffles, etc. must follow all local city and government regulations and reporting.

19. **RESTRICTIONS.**
    SFMA reserves the right to restrict exhibits which, because of noise, method of operation, or any other reason, become objectionable or otherwise detract from or are out of keeping with the character of the Conference as a whole. It may forbid installation or request removal or discontinuation of any exhibit or promotion which, if continued, departs substantially from the description given advance approval.

In the event of such restrictions or evictions, SFMA is not liable for any refund of rental or other expenses. Advertising, displays, demonstrations, conferences, entertainment, conference registration, and hospitality rooms in the interest of business are not permitted except by firms that have rented space to exhibit.

20. **UNION RESTRICTIONS.**
    Exhibitors are required to observe all union contracts in effect between SFMA, its official contractors, the hotel, and various other organizations. SFMA cannot take the responsibility for interference with the show caused by disputes involving union personnel and individual Exhibitors.

21. **SECURITY.**
SFMA will take reasonable precautions to safeguard Exhibitors' property. The provision of this service, however, shall not be construed as an assumption of obligation or duty with respect to the protection of the Exhibitor's property. Exhibitor shall not hold SFMA liable for any loss, damage, theft, or destruction of Exhibitors' property, and further shall indemnify SFMA, the Venue, members, officers, directors, agents, and employees of each of these entities and official show contractors against, and hold them harmless from any complaints, suits, or liabilities resulting from the negligence of the Exhibitor in connection with the Exhibitor's use of space.

22. **DISMANTLING.**
Exhibits may not be dismantled before the close of the show. Exhibits must be removed by the Exhibitor from the premises no later than the time indicated in the official Exhibitor manual. The premises must be left broom clean by the Exhibitor. Exhibitor shall be liable for all storage and handling charges resulting from the failure to remove exhibit material from the exhibit hall prior to the conclusion of the dismantling period as specified by SFMA. Exhibitors who dismantle prior to show end will be penalized for booth selection the following year.

23. **CONFLICTING MEETINGS AND SOCIAL ACTIVITIES.**
In the interest of the success of the entire conference, the Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage the absence of members or Exhibitors from the conference or exhibit hall during official exhibit or conference hours. If an exhibitor would like to host an event on or off property during show dates, you are required to submit an application referred to as an "In conjunction with" (ICW) form to show management.

24. **INTERPRETATION AND ENFORCEMENT.**
These regulations become a part of the contract between the Exhibitor and SFMA. All matters in question not covered by these regulations are subject to the decision of SFMA and all decisions so made shall be binding on all parties affected by them as by the original regulations. This Agreement shall be governed by the laws of Kansas without regard to its conflict of laws principles. The parties hereby agree that

any action arising out of this Agreement will be brought solely in any court located in the District of Columbia. Both parties hereby submit to the exclusive jurisdiction and venue of any such court.

25. **DISCLAIMERS; INDEMNIFICATION; LIMITATION OF LIABILITY**

Exhibitor expressly assumes all risk associated with or arising in connection with Exhibitor's participation in the Event, including all risks of theft, loss, harm, or injury to a person, property, business, profits of the Exhibitor or its agents, representatives, employees, contractors, and/or any other person under its direction, whether caused by negligence, intentional act, accident, Act of God, or otherwise.

SFMA MAKES NO REPRESENTATIONS OR EXTENDS ANY WARRANTIES OF ANY KIND WHATSOEVER REGARDING EXHIBITOR'S PARTICIPATION IN THE EVENT, EITHER EXPRESS OR IMPLIED, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM THE COURSE OF PERFORMANCE OR CUSTOM OR USAGE IN THE PROFESSION OR TRADE.

If Exhibitor or any of its agents, contractors, employees, invitees or guests (w) is alleged to have committed any act or omission, directly or through one or more of its officers, directors, employees, agents or representatives, constituting negligence or willful misconduct relating to its performance under this Agreement or participation in the Event, (x) breaches any of its obligations, representations, warranties or covenants herein, (y) violates, or allegedly violates any rule, law or regulation applicable to it, or (z) infringes, violates or impermissibly uses or misappropriates any rights of any third parties, including copyright, patent, trademark, trade secret or other intellectual or proprietary rights , then Exhibitor shall indemnify, defend on a current basis, and hold harmless SFMA and the Venue and each of their officers, directors, employees, agents, subsidiaries, parents, affiliates and attorneys, and their respective service contractors, successors and assigns, from and against any and all resulting judgments, claims, suits losses, damages, costs, and expenses, and other liabilities, together with all reasonable costs and expenses related thereto, including (without limitation) reasonable legal and accounting fees and expenses.

IN NO EVENT SHALL SFMA OR THE VENUE, OR ANY OF THEIR RESPECTIVE AFFILIATES, BE LIABLE UNDER THESE TERMS AND CONDITIONS OR WITH RESPECT TO THE EVENT FOR

ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFIT, LOSS OF USE, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION (REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER OR NOT SFMA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THE LIABILITY OF SFMA AND ITS AFFILIATES, REPRESENTATIVES, EMPLOYEES, AGENTS AND ATTORNEYS, AND EXHIBITOR'S REMEDY FOR ANY CLAIM OF LOSS OR DAMAGE ARISING FROM OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY EXHIBITOR TO SFMA PURSUANT TO THESE TERMS AND CONDITIONS AND WITH RESPECT TO THE EVENT.

26. **FORCE MAJEURE**

Neither party shall be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, pandemics, strikes, lockouts, fires, acts of God, terrorism, cancellation of the Event, or any other activities or factors beyond its control that makes it inadvisable, impractical or impossible to hold the Event, whether similar or dissimilar to any of the foregoing. If the Event is cancelled through no malfeasance of Exhibitor, Exhibitor shall be entitled to a refund of any fees paid. It shall not, however, be entitled to reimbursement for out-of-pocket expenses incurred in connection with the Event.