

2024 VRMA INTERNATIONAL CONFERENCE

CONTRACTUAL RULES AND REGULATIONS



1. Exhibitor Rules & Regulations

Exhibitor agrees to adhere to all of the terms and conditions of these Contractual Rules & Regulations (the "Rules & Regulations") and of the 2024 Booth Space Application (the "Application" and together with the Rules & Regulations, the "Agreement"). VRMA requires the full cooperation of the exhibitor in their observance. Please be sure that your promotional department or anyone else involved in the arrangements for your exhibit has a copy of the Agreement.

2. Sponsorship/Purpose

The purpose of exhibiting at a 2024 VRMA event is to complement the professional meetings and education sessions by informing and educating registrants on the latest developments in the vacation rental management and hospitality industry, related technologies, systems, equipment, products and services.

The term "VRMA" used in this Agreement shall mean the Vacation Rental Management Association (VRMA) and as the context may require its employees or agents, duly acting for VRMA in the management of VRMA Conferences.

3. Official Exhibit Hall Management

Smithbucklin will orchestrate management of the VRMA International Conference and be known as VRMA Event Management. Smithbucklin is responsible for assigning exhibit space and managing onsite logistics. Smithbucklin acts as a liaison between VRMA, the exhibitors, and the conference contractors. If you have any questions about your exhibit booth, contact Smithbucklin directly:

Smithbucklin
2001 K Street, NW
3rd Floor North
Washington D.C. 20006
Phone: 312-673-4938
E-mail: vrmaexhibits@vrma.org

4. Exhibit Space Cost

For the VRMA 2024 International Conference, exhibit space will be rented at the rate of \$4,795 (Early Bird Member) for the first 8' x 10' booth and \$3,995 for each additional 8' x 10' booths. Booths are sold in 8' x 10' increments. This rate includes (1) registration, (1) 6' skirted table, (2) plastic side chairs, (1) wastebasket, (1) 7" x 44" booth identification sign, a booth identification sticker and pipe and drape for in-line and perimeter booths. Exhibitors and sponsors are limited to (6) booths per U.S. event and booths cannot exceed more than two locations in the exhibit hall.

Exhibitor must pay VRMA according to the Payment Terms for each conference. VRMA (or Smithbucklin, on VRMA's behalf) may invoice you for this payment any time after VRMA (or SmithBucklin, on VRMA's behalf) received and accepts a completed Application. A 50% deposit is due upon receipt of contract for International Conference and full payment is due by June 21, 2024. All payments shall be made to VRMA in the manner specified on the invoice.

If any of the above payments is not made in accordance with the above terms and conditions, VRMA will be under no obligation to you under this Agreement or otherwise, meaning among other things that any space previously reserved for you will be subject to release in VRMA's sole discretion without notice and without any further obligation of any kind by VRMA. Applicants who submit applications that are received after June 21, 2024 ("Late Applicants") must include full payment to be considered for acceptance and, if accepted by VRMA, any such payment shall be non-refundable.

Each Late Applicant understands and agrees that even if the Late Applicant is accepted as an exhibitor for the International Conference and given booth space (a decision which shall be in VRMA's sole discretion), certain benefits of timely applications, such as inclusion in VRMA's promotional materials for the conference, may not provide to the Late Applicant notwithstanding that such Late Applicant has made payment in full.

5. Space Assignment

Exhibitors will select space using a priority point system. After booth space selection, exhibitors shall identify their ideal exhibit space locations as further set forth on the Application. Exhibitors are encouraged not to concentrate all space choices in one area of the floor plan. Exhibit space will be assigned on a first come, first serve basis pending when the Application is received. Upon receipt of Application, VRMA will time stamp the document to ensure documentation.

Because it is nearly impossible to contact all Exhibitors for new selections of booth space, VRMA reserves the right to assign the next most suitable space when the requested space is not available. VRMA also reserves the right, at its sole discretion, to modify the floor plan to accommodate space sales or to avoid conflicts, and, should conditions dictate, VRMA reserves the right to adjust the floor plan and relocate exhibit booths as necessary. If deposit payment is not received with contract prior to space selection, your company will not be included in space selection. The preferences given for booth space locations are guidance and are not guaranteed by VRMA.

6. Reductions of Space and Cancellations

Reduction of Space: If a notice requesting reduced space is received on or prior to June 21, 2024, VRMA will refund 25 percent of the total cost for the reduced space. If notice is received after June 21, 2024 no refunds will be issued.

Cancellation of Space: If an applicant notifies VRMA in writing on or before June 21, 2024 of its decision not to participate in the event and requests a refund, a refund shall be given on all amounts paid by that applicant for booth space except for the 50% deposit for each booth which VRMA shall retain. After June 21, 2024, VRMA will not issue refunds whatsoever on any amounts paid for booth space. All reduction and cancellation notices must be in writing to the VRMA Sales Manager, Kevin McDonnell at kmcdonnell@vrma.org.

Notwithstanding the foregoing, cancellation notices may also be sent via email, addressed to vrmaexhibits@vrma.org, provided that the cancelling exhibitor obtains confirmation of VRMA's receipt of the email on or before the cancellation deadline.

No-shows will be treated as cancellations starting at 4:00 p.m. on October 14, 2024. Any exhibit space not installed by 4:00 p.m. may thereafter only be set-up at the sole discretion of VRMA, and all expenses will be charged to and payable by the exhibiting company. In the best interest of the exhibits, VRMA reserves the right, in its sole discretion, to reassign any no-shows or unset exhibit space after 4:00 p.m. There will be absolutely no refunds whatsoever and all space contracted for must be paid in full, even if VRMA reassigns no-show or un-set exhibit space to a paying exhibitor.

Cancellation or Changes to 2024 VRMA International by VRMA:

If for any reason beyond VRMA's control VRMA determines that the 2024 VRMA International Conference must be cancelled, shortened, delayed, or dates changed (different calendar year), Exhibitor understands and agrees that VRMA shall refund 25% of the Exhibit Booth Fee paid to it by Exhibitor and VRMA shall apply 25% of fees paid to it by Exhibitor to the same event occurring in the following calendar year. VRMA will retain 50% of fees paid to it by Exhibitor. Further, Exhibitor understands that all losses and damages that it may suffer as a consequence of a Show Adjustment or cancellation are its responsibility and not that of VRMA or its directors, officers, employees, agents or subcontractors. Except as otherwise provided for above, may lose all monies it has otherwise incurred for the Show, including travel to the Show, setup, lodging, decorator freight, employee wages, etc.

Exhibitor, as a condition of being permitted by VRMA to be an exhibitor at the event, agrees to indemnify and hold harmless VRMA and VRMA's board, officers, employees, agents, and subcontractors from any and all loss which exhibitor may suffer as a result of the event's cancellation, duration, delay, or other alterations or changes caused in whole or in part by any reason outside VRMA's control.

7. Suitability of Exhibits and Retail Sales

Notwithstanding any other provision in the Agreement, VRMA 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 VRMA, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. The foregoing prohibition relates to persons, conduct, articles or merchandise, printed materials, souvenirs, catalogs and any other items, without limitation, which reflect the character of the exhibit.

No retail sales, where payment is received and product delivered, are permitted within the exhibit area at any time. Payment and/or orders may be taken for future delivery.

8. Intellectual Property Matters

The exhibit grants VRMA a fully paid, irrevocable, non-exclusive worldwide license to use the exhibitor's name and logo in any or all of the promotional materials—both online and in print—identified in the 2024 Exhibitor Prospectus & Application and in any other materials related to the event. This license shall survive termination or expiry of the Agreement. The exhibitor represents and warrants to VRMA that no materials used in or in connection with their 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 VRMA 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 VRMA, its agents, successors, and assigns harmless from and against all losses, damages, and costs (including reasonable attorneys' fees) arising out of or related to claims of infringement by exhibitor of the trademarks, copyrights, and other intellectual property rights of any third party. Notwithstanding the foregoing, VRMA 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 exhibitor.

9. Exhibit Setup

Set-up of exhibits will commence Monday, October 14, 2024. If an exhibit is not set up prior to one hour before show open, VRMA reserves the right to re-assign such space to another exhibitor or to make such other use of the space as deemed necessary or appropriate. VRMA reserves the right to set up the exhibit or remove the freight from the booth at the exhibitor's expense. No refund will be made to the original contracting exhibitor. VRMA reserves the right to modify setup, exhibit, and dismantle hours in which case all exhibitors will be notified. Empty boxes cannot be stored behind the exhibit booth. They must be removed from the exhibit hall prior to the exhibit hall opening and cannot be returned prior to the conclusion. No part of any exhibit, or signs relating thereto, shall be posted, nailed, or otherwise attached to columns, walls, floors, or other parts of the building or its furniture, in any way to deface same. Damages arising from failure to observe these rules shall be payable by the exhibitor.

An exhibitor may use the services of an outside independent contractor only for the installation and dismantling of the exhibit provided that they submit an Exhibitor Appointed Contractor (EAC) form to Alliance along with a valid Certificate of Insurance. If exhibitors intend to use an Exhibitor Appointed Contractor to install and/or dismantle their booth, the exhibitor must notify VRMA thirty (30) days prior to the conference. A notification form will be provided in the Exhibitor Service Manual. An original certificate of insurance must be filed with VRMA in order for any exhibitor appointed contractors to gain access to the exhibit hall.

Any exhibitor occupying an Island, Split Island, Peninsula, or Modified Peninsula space is required to submit a detailed floor plan, including dimensions, VRMA for review and approval thirty (30) days prior to the exhibit hall opening. Floor plans should be submitted via email to vrmaexhibits@vrma.org.

Exhibitors must abide by all of the union, labor, and set-up rules and regulations of the Phoenix Convention Center. A detailed list of all rules and regulations is included in the Exhibitor Services Manual, made available to exhibitors ninety (90) days prior to the exhibit hall opening. To obtain these rules prior to this time, contact VRMA Show Management at vrmaexhibits@vrma.org. The Phoenix Convention Center has reserved the right to update, change, or amend its rules and regulations after publication in the Exhibitor Services Manual.

10. Booth Construction

Standard Inline Booth Inline booths have only one side exposed to an aisle and are generally arranged in a series along a straight line. Individual booths may be combined to form a larger inline booth space.

Dimensions

For purposes of consistency and ease of layout, all inline booths are 10' (3.05m) across the front and a depth of 8' (2.44m).

11. Exhibit Hours and Admission

Admittance during non-exhibit hall hours without permission from VRMA Exhibit Hall Management is prohibited. Children under the age of 16 are not permitted on the exhibit floor at any time, unless a liability waiver has been signed with VRMA granting permission. VRMA Exhibit Hall Management shall have the sole control over admission policies. All persons visiting the exhibit area, including exhibit booth representatives, will be required to register and and to wear an appropriate badge.

12. Dismantling of Exhibits

Exhibits are to be kept intact until the closing of the exhibit hall at 5:00 p.m. on Wednesday, October 16, 2024. All exhibits on the exhibit floor are to be fully removed by and 9:00 p.m. on Wednesday, October 16, 2024. If exhibits are not removed by the specific time, VRMA has the right to remove exhibits and charge the expense to the Exhibitor. Any Exhibitor who begins dismantling and removal of their display before the close of the exhibit hall may lose the privilege of exhibiting at future events. This rule will be strictly enforced.

13. Shipment of Exhibits

The official general service contractor will receive freight shipments for Exhibitors. Exhibitors who wish to forward materials in advance of the exhibit opening must consign their exhibits to the official general service contractor. Exhibits and related materials will not be accepted in advance as freight by the hotel/convention center will be redirected to the official event decorator at the Exhibitor's expense. Shipping information will be included in the Exhibitor Services Manual, made available to Exhibitors ninety (90) days prior to the exhibit hall opening.

14. Exhibit Staffing

Exhibits must be staffed by qualified employees of the Exhibitor at all times during exhibit hall hours. Each individual staffing an Exhibitor's booth is required to register and must wear the Exhibitor badge furnished. Exhibitors are provided one (1) complimentary full conference badge per booth contracted. VRMA reserves the right to require Exhibitors to stay at VRMA's preferred hotels in order to receive their complimentary badges.

15. Subletting Prohibition

Exhibitors may not assign or sublet this contract, or permit others to use any contracted exhibit space without the express approval of VRMA Exhibit Hall management. Exhibitors must display only products or services manufactured or sold by them in the regular course of business. The featuring of names or advertisements of non-exhibiting firms or businesses will not be permitted. If an article of a non-exhibiting firm or business is required for the operation or display of any Exhibitor's wares, identification of such article shall be limited to the usual and regular nameplates, imprinting, or trademarks under which the article is sold in the regular course of business.

16. Canvassing by Non-Exhibitors

The 2024 VRMA International Conference is limited to registered attendees as well as registered representatives of firms, professional organizations and dealers who have contracted with VRMA for exhibit space and/or sponsorship. No other persons or concerns will be permitted to demonstrate their products or distribute advertising materials at any time during the event. Market research companies will be assigned space only if research is being done for a company exhibiting on the floor. Research companies must indicate on the exhibit application the company for which they are conducting market research.

17. Pre-Show/Post-Show Attendee Lists

Each exhibiting company is entitled to receive a complimentary copy of the pre and post show attendee list with the purchase of an exhibit booth space. The pre-show and post-show attendee mailing list are for one-time use mailing of a single packet of advertising or other information and materials to promote their own products or services in conjunction with the event. Use of mailing lists is exclusive to exhibiting companies and is non-transferable. Companies that violate the one-time use only policy are subject to a fine ten times the cost of the mailing list rental and may lose some or all of its priority points with VRMA as well as the privilege of exhibiting at future VRMA events.

The list of names and addresses is, and remains, the sole and exclusive property of VRMA, and may not be used for any purpose, or incorporated into any other list or database, without VRMA's express written consent. Lists contain decoy names to detect unauthorized or illegal use. The Exhibitor agrees not to violate the above rules pertaining to the pre-show and/or post-show attendee list.

Exhibitor acknowledges that personal information of all its company contacts may be used in accordance with the terms of this Agreement and/or our Privacy Policy [<http://www.vrma.org/page/privacy-policy>]. Exhibitor represents it is authorized by all its company contacts to provide the preceding acknowledgement on their behalf.

18. Continuing Education

Programs awarding contact education credit must be kept separate from staffed exhibits, promotional presentations or electronic advertisements.

19. Irregular Activities

All activities of each Exhibitor must be confined to the Exhibitor's allotted exhibit space except for entertainment and social functions. Demonstrations in booths must be designed to take place and keep the audience within the existing booth space to allow free access in the aisles. Noisemakers of any kind will not be permitted as giveaways. Exhibitors may not place "stick-ons" on attendees' badges. Sideshow tactics or other undignified methods considered by VRMA to be objectionable are expressly prohibited in the Exhibit Hall.

20. 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. VRMA 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 2024 VRMA International.

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. 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 VRMA. Details should be submitted to Show Management via email to vrmaexhibits@vrma.org at least 10 business days prior to the start of the Event. VRMA 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. VRMA allows drawings, games of chance and raffles in the Exhibit Hall, subject to the prior written approval of VRMA. Exhibitor must abide by all Phoenix, AZ Maricopa County statutes and regulations regarding drawings, games of chance and raffles.

G. VRMA reserves the right to control all suites and meeting rooms in hotels participating in the VRMA housing block. These controls have already been set up with the proper person in each property. Request forms for function space including meeting and hospitality rooms are included in the Exhibitor Services Manual, made available to Exhibitors ninety (90) days prior to the exhibit hall opening. No entertainment, meetings, or similar activities for VRMA attendees can be scheduled during official exhibit hall or program hours, including social events, without direct approval from VRMA.

H. No animals are permitted in the Facility other than service animals.

I. 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 approximately 90 days prior to the event. 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 vrmaexhibits@vrma.org.

J. 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

K. Helium or other compressed gas tanks must be properly secured to prevent toppling. Facility reserves the right to require compressed gas tanks to be removed from the Exhibit Hall during Show Hours. Helium-filled balloons are allowed in the Facility only as a display, and must be fastened to the booth. Balloons may not be given out within the Facility. All lighter-than-air objects must be removed from the Facility at the close of the Event. Facility reserves the right to assess a fee for retrieving any lighter-than-air objects to the Exhibitor.

L. The Hyatt Regency Phoenix, Renaissance Phoenix, and Sheraton Phoenix are the official housing vendors for the Event and other companies may not provide the prices, service and reliability available from these hotels. If you are contacted by ANY company except those listed above about hotel reservations for 2024 VRMA International Conference please inform Show Management at vrmaexhibits@vrma.org. VRMA shall not be responsible for any damages or costs related to Exhibitor making hotel reservations via an unauthorized solicitation of hotel reservations.

M. All booth personnel must be properly and modestly clothed.

N. 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. Aventura, the official in-house caterer and at the Facility is the exclusive provider of food and/or beverage items at the Facility. If requested, Phoenix Convention Center 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

Phoenix Convention Center sampling and waiver of liability form which can be found in the Exhibitor Services Manual. If The Phoenix Convention Center 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.

O. All booth floors must be finished. Exposed concrete is not acceptable. Booth carpet order forms are included in the Exhibitor Services Manual.

P. Exhibitor, at VRMA'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 VRMA, 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 VRMA 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 VRMA 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.

Q. 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.

R. Hanging signs are permitted in all peninsulas, modified peninsulas, split islands and island booths to a maximum height of (20') to the top of the sign. Hanging signs are NOT permitted in inline or perimeter booths.

S. All exhibit fixtures and booth structures are permitted to a maximum height of (20') in all peninsulas, modified peninsulas, split islands and island booths.

T. 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 (20') 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 vrmaexhibits@vrma.org.

U. Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.

V. The VRMA logo and VRMA conference logo may not be used without the express written permission of VRMA. VRMA will distribute an official VRMA Exhibitor logo to all Exhibitors for their use prior to the Exhibition. Exhibitors agree to abide by the guidelines included with the VRMA Exhibitor logo.

21. Use of Space - Audio/Video, Lights, Music, etc.

A. No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring exhibit booths 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 exhibit booths 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. Exhibitors are prohibited from taking videos or photographs of any booths on the exhibit hall, other than their own.

G. No Exhibitor shall cause any copyrighted music to be played or performed. Exhibitors are responsible for individual ASCAP/BMI music licensing fees if applicable.

22 Exhibitor-Sponsored Hospitality/Entertainment Functions

Exhibitors/Sponsors are to conduct social and hospitality functions in a manner that is consistent with the professional and educational nature of VRMA. Exhibitors sponsoring any type of function are required to adhere to the following guidelines:

All planned focus groups; social, or hospitality functions as well as company functions/meetings must be cleared through VRMA's Conference Manager prior to booking meeting space and must not conflict with the official program. The final hours will be outlined on the Exhibitor Sponsored Hospitality Form which will be included in the Exhibitor Services Manual and must be submitted in order to gain approval.

Nonexhibiting/sponsoring companies are prohibited from hosting hospitality functions, market research or focus groups during the event. Honoraria and other inducements to attract attendance to focus groups, hospitality functions and non-VRMA educational meetings are sanctioned by VRMA and should be avoided. Host companies must make it clear that their event is not an official VRMA function. Host companies agree to assume all liability arising out of or in connection with such functions and agree to indemnify VRMA against any and all liability, claims and demands arising or in connection with such functions.

23. Exhibitor Liability, Indemnification & Insurance

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Exhibit Hall and within the Exhibit Hall. Exhibitors wishing to insure their exhibit material, goods and/or wares against theft, damage by fire, accident or loss of any kind must do so at its sole expense. Neither VRMA, its board, officers, employees, agents, subcontractors nor management of the Exhibit Hall (hereinafter "Exhibit Hall 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 EXHIBIT HALL MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

Exhibitor agrees that it will indemnify, defend and hold Show Management, VRMA, 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 VRMA, 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 VRMA BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

24. Amendments/Interpretation

VRMA reserves the right to amend and enforce these Contract Conditions/Rules & Regulations. Notice of any amendments shall be given to each Exhibitor. Each Exhibitor, for itself, its agents and employees agrees to abide by all Contract Conditions/Rules & Regulations set forth therein, or by any subsequent amendments. VRMA reserves the sole right to interpret these Contract Conditions/Rules & Regulations.

25. Enforcement/Miscellaneous

The Rules & Regulations set forth herein will be enforced by VRMA.

A. Any Exhibitor not abiding by any of the VRMA Contract Conditions/Rules & Regulations, including violation of booth construction/height rules, early dismantling of exhibits, may, at the discretion of VRMA, and may entirely lose the privilege of exhibiting in future VRMA events.

B. This contract will be binding on the Exhibitor's successors.

I am an authorized representative of the company named on this document with the full power and authority to sign and deliver these Rules & Regulations. By signing this document, I authorize that the exhibitor agrees to abide by all terms as printed in the 2024 Contractual Rules & Regulations.

26. Personal Information Consent

Exhibitor acknowledges that personal information of all its company contacts may be used by VRMA: (A) To fulfill the purpose and obligations of this contract; (B) To communicate other information about VRMA; (C) To engage in outreach to solicit corporate support of VRMA in the future; and (D) In furtherance of any other purpose outlined in VRMA's privacy policy; Exhibitor represents it is authorized by all its company contacts to provide the preceding acknowledgement on their behalf.