

Exhibitor Rules and Regulations

- 1. Annual conference sponsorship:** The conference is sponsored and managed by Citygate Network.
- 2. Application/Contract:** Each prospective exhibitor and sponsor agrees that by submitting the online application/contract to reserve space and/or to secure sponsorships, he or she subscribes to the Exhibitor Rules and Regulations, which are part of the application/contract. The terms of the application/contract can be revised only upon written agreement of both parties.
- 3. Exhibition Schedule and Commitment:** Exhibitor set-up is scheduled for Wednesday, May 28, 2025, from 9:00 a.m. – 3:00 p.m. Exhibits must remain intact the entire time the Exhibit Hall is open and can be taken down on Friday, May 30, 2025, beginning at 1:45 p.m.
- 4. Deposit and fees:** An online deposit fee for each booth space reserved must be submitted with the application/contract. In the event Citygate Network is unable to assign space, said deposit shall be refunded in full. Following the acceptance of the application/contract by Citygate Network, the balance of the fees due must be received at Citygate Network on or before the end of business on Friday, April 18, 2025. Otherwise, the deposit may be forfeited, and the space re-let at Citygate Network's sole discretion.
- 5. Admissions:** Citygate Network reserves the right to refuse exhibit space to any applicant, for any reason. In addition, Citygate Network reserves the right to refuse exhibit space to any exhibitor if, after the acceptance of the application/contract, information should come to the attention of Citygate Network which, in the reasonable sole judgment of Citygate Network, demonstrates that the proposed exhibit would be inconsistent with the principles espoused by Citygate Network, unfavorable to the public reputation of Citygate Network, or not beneficial to or for the attendees of the Citygate Network conference. In the event Citygate Network should exercise this right, any deposit and exhibit fees paid to Citygate Network shall be refunded. If the denial of exhibit space shall be for failure or refusal of the exhibitor to comply with the terms set forth elsewhere in the application/contract, the denial of exhibit space shall be treated as a cancellation (see #8) by the exhibitor.
- 6. Assignment of space:** The exhibitor may apply for up to four choices of exhibit space. Citygate Network will assign space to the primary conference sponsors first, and to other exhibitors on a first-come, first-served basis. Citygate Network reserves the right to shift space at any time if, in Citygate Network's sole judgment, it becomes necessary. Citygate Network reserves the right to make such modifications in the published floor

plan as may be necessary to meet the needs of exhibitors and the conference as a whole.

- 7. Exhibitor name badges:** Each exhibitor will receive up to four name badges per booth purchased. Name badges must be worn by exhibitor representatives during setup and during all exhibition hours. Citygate Network's exhibitor registration admits exhibitors to the Exhibit Hall, general sessions, and seminars.
- 8. Cancellation of space:** In the event Citygate Network has assigned space and the exhibitor desires to cancel the contract, Citygate Network will refund the deposit and exhibitor fees paid to Citygate Network if written notification is received by Citygate Network on or before the end of business on Friday, March 21, 2025. If written notification is received by Citygate Network after March 21, but on or before Friday, April 18, 2025, Citygate Network will refund the exhibitor fees, less the deposit amount. If written notification is received after April 18, 2025, the exhibitor agrees to forfeit full payment.
- 9. Decorator rules and regulations:** The exhibitor agrees to conform to all rules and regulations of the conference's official decorator as detailed in the official service kit provided by that company. Where union personnel are required by the decorator and/or the facility, the exhibitor must comply with union requirements. Citygate Network is not responsible for decorator and/or facility personnel, nor can Citygate Network guarantee that services and/or utilities promised by the decorator and/or the facility shall be available during the Citygate Network conference.
- 10. Default of occupancy:** Any exhibitor failing to occupy its booth space by 4:00 p.m. on Wednesday, May 28, 2025, shall be in default of the application/contract, and Citygate Network shall have the right to use said space to suit its own convenience, including selling the space to another exhibitor without any rebate or allowance to the defaulting exhibitor.
- 11. Visitors:** The Citygate Network conference is not open to the public. Citygate Network shall have sole control over all admissions. All persons visiting the exhibition area will be admitted according to the rules and regulations of the Citygate Network conference as issued or amended by the authorized representatives of Citygate Network and at Citygate Network's sole discretion.
- 12. Subletting space:** No exhibitor shall assign, sublet, or share the space allotted without written consent of Citygate Network.
- 13. Shipment of exhibit materials:** Exhibitors shall make arrangements for shipment and delivery as outlined in the exhibitor service kit provided by GES, the official conference decorator. Exhibitors may also ship and deliver direct to the show site on the exhibitor move-in date. In addition, at this unique site, exhibitors may use the facility's loading

dock at no additional charge. However, shipments sent to the show site at any time may be subject to additional fees charged by the decorator. Refer to the exhibition service kit provided by GES, the official conference decorator, for shipping deadlines and instructions.

- 14. Conformance to laws:** The exhibitor agrees to use contracted space for lawful purposes only and will conform to all laws, ordinances, and regulations. The exhibitor must comply with all local and hotel safety, fire, and health ordinances regarding installation and operation of equipment.
- 15. Conference Center exhibit space:** The exhibitor must return in the same condition as he or she found it all facility property used during the Citygate Network conference, or he or she may be charged by the facility for said property.
- 16. Security:** Exhibitor is solely responsible for the security and protection of its property and for any damage that occurs. While Citygate Network seeks to arrange for facility security personnel to maintain a watch during the days exhibitor displays are present, neither Citygate Network nor the facility shall be liable for any damage or theft to the exhibitor's display or property.
- 17. Delivery and removal:** Under no circumstances will the delivery or removal of any portion of an exhibit be permitted during the published exhibition hours without permission first being secured in writing from Citygate Network.
- 18. Limitation on promotion and demonstrations:** During the Citygate Network conference, all demonstrations, promotional activities, and distribution of circulars, catalogs, or other promotional materials must be confined within the limits of the exhibit booth(s) in the exhibit hall. The playing of loud music, videos, films, or the like, or any other loud or distracting activity that could be objectionable or disturbing to neighboring exhibitors and/or attendees is prohibited.
- 19. Order-taking and on-site sales:** Any exhibitor who takes orders or conducts sales on-site is responsible for complying with applicable state and local legal requirements for permits, business licenses, and sales and use tax compliance.
- 20. Copyrights:** The exhibitor warrants that all copyrighted material to be performed or played during the Citygate Network conference has been duly authorized or licensed by the copyright owners or their representatives and agrees to indemnify and hold Citygate Network harmless from any and all claims, losses, and expenses, including legal fees, which might arise from questions of use of any such material described above.
- 21. Use of space:** The exhibitor's display, equipment, and materials shall be confined to the actual dimensions of the booth space for which the exhibitor contracted. No display items may exceed the 8' D x 10' W x 8' H boundaries of the booth space without being

pre-approved by the director of development. Exhibitors may not use aisles for any portion of display, equipment, and materials. Floor art is not permitted in the Exhibit Hall. The exhibitor is responsible for maintaining a neat and clean booth throughout the conference.

22. Character of exhibits: Citygate Network reserves the right to restrict, prohibit, reject, or evict anything without assigning any cause therefore. This reservation covers persons, things, conduct, printed matter, or anything of a character which, in the reasonable judgment of Citygate Network, is inconsistent with the principles espoused by Citygate Network or unfavorable to the public reputation of Citygate Network, and therefore should be restricted, prohibited, rejected, or evicted. In the event of such restriction, prohibition, rejection, or eviction, Citygate Network is not liable for any refunds, rentals, or other exhibit-related expenses.

23. Exclusions: Firms or organizations not assigned space in the exhibit area will be prohibited from exhibiting or soliciting business within the conference areas. Smoking and alcoholic beverages are not permitted in the exhibit hall at any time.

24. Attendance variance: Attendance estimates are based on history and/or calculated projections. Citygate Network will not be responsible for refunds to sponsors or exhibitors should the actual attendance of the entire event or individual events fall short of estimates given.

25. Sponsorship disclaimer: Citygate Network reserves the right to display and/or announce multiple company or organization names and logos at sponsored conference events.

26. Insurance: The exhibitor understands that neither Citygate Network nor the hotel maintains insurance covering the exhibitor's property or liability coverage for the exhibitor's activity under this agreement and it is the sole responsibility of the exhibitor to obtain such insurance. The exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises policies of comprehensive general liability and contractual liability insurance, insuring and specifically referring to contractual liability set forth herein, in an amount not less than \$1 million (\$1,000,000) combined single limit for personal injury and property damage. The Arizona Grand Resort and Citygate Network should be included in such policies as additional named insureds. The exhibitor must be prepared to immediately provide to Citygate Network a certificate of insurance evidencing such insurance upon request.

27. Limitation of liability and indemnification: The exhibitor assumes responsibility and agrees to indemnify and defend The Arizona Grand Resort and Citygate Network and their respective directors, officers, employees, and agents against any claims or expenses arising out of the use of the exhibition premises. Neither Citygate Network, its employees, officers, agents, directors, volunteers, or affiliates shall be liable for any

injury, loss, or damage to person or property of exhibitor, its employees, agents, and invitees except to the extent that such injury, loss, or damage is caused directly and proximately by substantial negligence on the part of Citygate Network or its employees. Exhibitor by its execution of this contract expressly waives the right to claim any such excluded liabilities against Citygate Network and its respective employees, officers, agents, directors, volunteers, or affiliates, and acknowledges that it will neither hold nor attempt to hold the organization or any such person liable for any cause whatsoever other than injuries or damages occasioned directly and proximately by the substantial negligence of such persons. Further, neither Citygate Network nor its respective agents, employees, officers, or directors shall be liable for failure of the scheduled conference to be held because of fire, water damage, public emergency, strikes, other labor disputes, boycotts, cancellation of facility contracts, or acts of God beyond the power or control of Citygate Network to prevent. Further, neither Citygate Network, nor its respective agents, employees, officers, or directors shall be liable for any failure or unavailability of utilities or any hotel or decorator services or personnel. If Citygate Network, or any of its agents, receive a claim or complaint, which in part or in whole arises from the exhibitor's actions or failure to act, the exhibitor shall indemnify and hold Citygate Network, its agents, employees, officers, and directors harmless from any claim, loss, or liability resulting therefrom.

28. Termination: Citygate Network reserves the right to cancel the conference at any time and for any reason in its sole discretion. In the event of such cancellation, the exhibitor's sole remedy shall be the refund of exhibit fees previously paid to Citygate Network less any amounts otherwise owed by the exhibitor to Citygate Network. Under no circumstances shall Citygate Network be liable for consequential, special, or incidental damages. Failure of the exhibitor to comply with any term or provision of this contract may, in the sole and absolute discretion of Citygate Network, result in the immediate termination of the contract and forfeiture of all payments made by the exhibitor to Citygate Network.