

Exhibitor Terms & Conditions

Definitions:

The Snow & Ice Management Association is referred to herein as "SIMA".

"Exhibitor" refers to the applicant indicated on the front, page 1, of this Agreement.

SIMA's 29th Annual Snow & Ice Symposium is referred to herein as "Exposition".

1. Payment & Terms

- a. For any contracts signed between June 20, 2025 through August 15, 2025, a \$1,000 reservation fee is due upon Exhibitor submitting this application to SIMA. The remaining balance (up to 50% of the contracted amount) will be invoiced once final booth assignments have been made after August 1st. The remaining balance is due by February 1, 2026. Booth space will not be confirmed until the Exhibitor pays 50% of the contracted amount.
- b. For any contracts signed between August 16, 2025 through January 31, 2026, 50% of the contracted (invoiced) amount is due upon Exhibitor submitting this application to SIMA. The remaining balance is due by February 1, 2026. Booth space will not be confirmed until the Exhibitor pays 50% of the contract amount.
- c. For any contracts signed after February 1, 2026, the full contracted (invoiced) amount is due upon Exhibitor signing this Agreement. Booth space will not be confirmed until the Exhibitor pays the full contracted amount due.

SIMA reserves the right to refuse Exhibitor permission to move in and set up an exhibit and reassign the Exhibitor's booth space if either the deposit and/or balance is not received by the dates specified in Section 1a. through 1c., as applicable. Except as provided to the contrary in this Agreement, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment.

2. Modification/Cancellation Requests; Cancellation Policy Cancellation and booth size reduction requests must be made in writing to SIMA at exhibits@sima.org, who may accept or deny such requests in its sole discretion. In the event SIMA accepts a cancellation request, Exhibitor acknowledges that all Exhibitor's rights or benefits of or included in the booth space rental will be relinquished.

The Exhibitor shall also forfeit, as liquidated damages, the amount based on the chart below regardless of whether SIMA enters a new lease for the booth space or not.

Date of Cancellation/Change Notice	Liquidated Damages Due
Date of signature – December 15, 2025	10% of total booth space fee
December 16, 2025 – February 28, 2026	50% of total booth space fee
AFTER March 1, 2026	100% of total booth space fee

If the Exposition is cancelled due to causes beyond the reasonable control of SIMA, including but not limited to the COVID-19 pandemic, fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, or acts of God ("Force Majeure Event"), any exhibitor

that had not cancelled prior to the announcement of the cancellation of the Exposition due to a Force Majeure Event will continue to be liable for 100% of the total booth space fee but may apply any monies paid to SIMA to reserve a booth at the 2027 SIMA Snow & Ice Symposium in Milwaukee, WI.

3. No Show Policy If Exhibitor is delayed in arrival or setup of its exhibit for any reason, Exhibitor must promptly notify SIMA. Non-notification will result in resale of the booth space, and no refunds will be made.

4. Space Assignments & Inclusions Priority points are awarded to past SIMA exhibitors, SIMA sponsors, and snow business magazine advertisers that sign this Agreement on or before August 15, 2025. For contracts signed after August 15, 2025, booths will be assigned on a first come, first serve basis.

SIMA reserves the right, in SIMA's sole discretion, to assign booth space as needed to optimize floor plans, balance booth lineups, and for maximum traffic flow. SIMA will endeavor to make booth assignments in keeping with Exhibitor's requests set forth on the front of this Agreement. However, SIMA reserves the right, in SIMA's sole discretion, to make the final determination of all booth space assignments. SIMA shall have no liability for its failure or inability to comply with Exhibitor's requests, and Exhibitor shall have no right to cancel this Agreement in the case that SIMA does not comply with Exhibitor's requests. SIMA will make all efforts to accommodate and respect competitive issues but is not under any obligation to assign booths strictly upon such concerns.

Each purchased booth will be furnished with rear & side draping (8' and 3' high, respectively) and an identification sign, provided, however, that if the purchased booth is an island booth, no draping will be provided. Exhibitor can also opt in to one of the following furniture packages at no charge, by providing written notice to SIMA by May 1, 2026:

- a. Package A: one (1) 6' table, two (2) side chairs, and one (1) wastebasket, OR
- b. Package B: one (1) skirted highboy table, one (1) high chair, and one (1) wastebasket.

No substitutions to the furniture packages will be honored.

Additional furnishings can be purchased directly through SIMA's decorator.

5. Licenses & Permits Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to its activity at the Exposition. Exhibitor shall be responsible for paying all taxes, license fees or other charges that shall become due to any government authority in connection with its activities at the Exposition. EXHIBITOR IS NOT PERMITTED TO MAKE SALES AT ITS BOOTH SPACE UNLESS IT HAS OBTAINED AND DISPLAYS A SALES TAX AUTHORIZATION AS REQUIRED BY LOCAL LAW. Any internet-based sales must comply with any federal and state laws related to sales tax and other potential taxes.

6. Liability and Insurance In addition to property insurance described in Section 14, Exhibitor shall obtain and keep in full force during the term of the installation and use of the booth space, policies of comprehensive commercial general liability insurance and contractual liability insurance insuring and specifically referring to contractual liability in an amount not less than \$1,000,000 combined single limit for personal injury and property damage.

EXHIBITOR MUST PROVIDE SIMA WITH A CERTIFICATE OF INSURANCE, NAMING SIMA AS ADDITIONAL INSURED OVER THE DATES OF INSTALLATION, SHOW & DISMANTLE (JUNE 23-26, 2026) BY MAY 1, 2026. SIMA RESERVES THE RIGHT TO PROHIBIT EXHIBITOR FROM SETTING UP OR OPERATING ITS BOOTH WITHOUT HAVING PROVIDED A CERTIFICATE OF INSURANCE.

7. Exhibitor Name Badges and Access Ten (10) trade show only badges will be honored at a \$0 fee per purchased booth. Names for exhibitor badges are due by June 10, 2026. Badges beyond those included OR requested after the June 10th deadline will be at the prevailing Exposition registration fee. Badges must be worn at all times and are required for entry into the Exposition. Exhibitor badges are to be worn only by Exhibitor's company representatives who will staff Exhibitor's booth.

8. Installation and Dismantle Exhibitor must completely install and have its exhibit ready before the opening of the Exposition. The exhibit must be dismantled and removed immediately after the Exposition's close, and in all events prior to the established dismantlement cutoff time announced in the Exhibitor Manual. Anything not removed by the dismantlement cutoff time will be discarded at Exhibitor's cost. EXHIBITOR SHALL NOT DISMANTLE ITS EXHIBIT PRIOR TO THE EXPOSITION'S CLOSE. A penalty fee of \$250 will be assessed to any exhibitor that breaks down its exhibit prior to 12PM (time of floor closing) on the day of the Exposition's Close without written permission from SIMA. Any exhibitor who incurs a breakdown fee will not be allowed to exhibit with SIMA for the following year until the \$250 penalty is paid in full. Exhibitor shall promptly pay for any and all damages to the Exposition facility, booth equipment or the property of others caused by Exhibitor.

9. Exhibit Content The Exposition is designed to provide a showcase for goods and services either specifically designed for, or customarily used by, the industry the Exposition serves. Exhibitor may not display or promote any goods or services other than its own goods and services of the kind described on the front of this Agreement unless Exhibitor obtains SIMA's prior written approval and provides the additional company contact information for SIMA's use in show print materials if necessary. A company representative of Exhibitor must also be present in the booth at all times during the Exposition. SIMA reserves the right to refuse rental of booth space to any exhibitor whose display of goods or services is not, in the sole opinion of SIMA, compatible with the general character and objectives of the Exposition.

a. **Irregular Advertising** – The Exposition is limited to those persons, firms, corporations, and other entities that have contracted and paid for booth space in the Exposition facility. No other persons, firms, corporations, or other entities will be permitted to demonstrate products, solicit orders, or distribute advertising matter on the floor of the Exposition, Exposition facility, or any facility being used for the Exposition, unless prior approval is granted by SIMA. Any person violating this rule will be promptly removed from the Exposition and no refund will be due to the Exhibitor.

b. **Competitive Exhibits** – In order to create a harmonious and attractive atmosphere for patrons of the Exposition, Exhibitor shall not distribute anywhere within the Exposition facility or display materials at its exhibit that mentions by name any competitor who is also an exhibitor at the Exposition. SIMA shall have the right to enforce this rule by physically removing any materials or displays that

violate this rule from the Exposition and no refund will be due to the Exhibitor. SIMA shall have no liability to any exhibitor or to any other party for any lost or damaged materials so removed.

c. **Copyrighted Materials** – Exhibitor shall not utilize, display or distribute any copyrighted material at the Exposition unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

10. Fire, Safety and Health Exhibitor assumes all responsibility for compliance with local, city and state ordinances & regulations covering fire, safety and health.

11. Exhibit Rules and Regulations Exhibitor will be provided with an Exhibitor Manual no later than sixty (60) days prior to the opening of the Exposition. The Exhibitor Manual and all rules and regulations included therein will become part of this Agreement. The Exhibitor Manual describes the type and arrangement of booth space, the standard equipment provided by SIMA's decorator, and rules governing the construction of displays. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Manual. If, in the sole opinion of SIMA, any exhibit fails to conform to the Exhibitor Manual guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the Exposition. SIMA has full discretion and authority onsite related to exhibits.

If technology allows, Exhibitor may receive one (1) lead retrieval license per paid booth to be used on a personal mobile device.

Any questions concerning the rules and regulations should be directed to SIMA. SIMA reserves the right to require Exhibitor to alter the exhibit before or during the Exposition as SIMA deems, in its sole discretion, to be in the best interests of the Exposition. Such changes shall be made at Exhibitor's expense and are subject to the approval of SIMA.

12. Exhibitor Operation and Conduct Exhibitor may not schedule private functions or events which conflict with officially scheduled SIMA Exposition events, unless approved in writing in advance by SIMA. All activities must be carried on in Exhibitor's contracted exhibit booth space. For example, Exhibitor is prohibited from using strolling entertainment and distributing samples, magazines, or advertising materials in any area outside Exhibitor's booth space. The aisles, passageways and overhead spaces of the Exposition facility remain strictly under control of SIMA and/or the Exposition facility management, and no signs, decorations, banners, advertising materials or special exhibits will be permitted in these areas except by written permission of SIMA. If Exhibitor engages in any conduct in violation of the rules or applicable laws, codes, and ordinances, SIMA reserves the right to cancel the Exhibitor's space without further notice and without obligation to refund monies paid by Exhibitor and to re-sell booth space assigned. Further, SIMA, in its absolute discretion, shall have the right at any time to enter and inspect the area occupied by Exhibitor. Exhibitor and its representatives shall at all times conduct themselves in a professional manner and shall not disparage or defame fellow exhibiting companies, member companies, SIMA, or the employees of aforementioned organizations, or engage in other activities detrimental to the Exposition.

13. Listings and Promotional Materials Exhibitor grants to SIMA a fully paid, perpetual, non-exclusive license to use, display and reproduce the name, trade names, logos, product names of Exhibitor in any directory (print, electronic or other media) listing the companies exhibiting at the Exposition and to use such names in SIMA promotional materials. Exhibitor represents and warrants that (a) it has not previously disposed of any of the rights herein granted to SIMA nor previously granted any rights adverse thereto or inconsistent therewith, (b) there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to SIMA, and (c) Exhibitor's name, trade names, logos, and product names do not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party. SIMA shall not be liable for any errors in any listing or descriptions or for omitting Exhibitor or any other exhibitor from any directory or other lists or materials.

14. Intellectual Property SIMA is the sole owner of all right, title, and interest to all SIMA information, including, but not limited to, SIMA's logos, trademarks, trade names, and copyrighted information ("SIMA's Materials"). Exhibitor shall not use SIMA's Materials for marketing or advertising purposes, or on any form of publicity without the prior written consent of SIMA. Exhibitor agrees that it shall not use SIMA's property in a manner that states or implies that SIMA endorses Exhibitor or Exhibitor's products or services.

15. Photography, Audio, Video & Multimedia Photographs, audio and video recording, and multimedia taken by SIMA, or a company represented by or hired by SIMA, may be utilized in any way that SIMA sees fit, including, but not limited to, using the photographs for any promotional purpose. In no way does this mean that SIMA is sponsoring the Exhibitor. Such photographs, audio, video, and multimedia are the property of SIMA, and the Exhibitor can request to receive a copy of the media in writing to the SIMA office. Any photographs, audio and video recording, and multimedia taken on the Exposition floor or in any portion of the Exposition by any exhibitor or attendee MUST be approved in advance by SIMA and published with clarity that the material was taken at the Exposition. SIMA reserves the right to deny Exhibitor from taking any photographs, audio and video recording, and multimedia recordings during the Exposition.

Any exhibitor or exhibitor representative violating this rule will be asked to stop immediately or be removed from the Exposition and future Expositions and no refund will be due to the Exhibitor.

16. Exhibitor's Authorized Representative Exhibitor must designate one person as its representative in connection with installation, operation, and removal of its exhibit. The designated representative shall be authorized to enter into Exposition service contracts for which Exhibitor shall be responsible. The designated representative must be in attendance throughout the entire Exposition, and representative shall be responsible for keeping the Exhibitor's exhibit neat, staffed, and orderly at all times.

17. Property Loss or Damage SIMA (except to the extent caused by SIMA's acts or omissions) shall not be responsible for any loss of or damage to any property of Exhibitor or of Exhibitor's booth personnel, representatives, agents, employees, contractors, patrons, guests, licensees, or invitees. All of Exhibitor's property remains under its custody and control in transit to

and from the Exposition facility and while it is in the confines of the Exposition facility.

Neither SIMA nor its service contractors, nor the management of the Exposition facility, nor any of the officers, staff members or directors of any of the same (except to the extent caused by the acts or omissions of) are responsible for the loss of or damage to property of Exhibitor or of its booth personnel, representatives, agents, employees, contractors, patrons, guests, licensees or invitees from theft, fire, accident, vandalism or any other cause, and Exhibitor expressly waives and releases any claim or demand against any of them by reason of any damage to or loss of any property. Exhibitor shall be solely responsible for the loss of or damage to any property of Exhibitor's personnel, including but not limited to Exhibitor's booth personnel and representatives, models, demonstrators, and actors. Accordingly, it is Exhibitor's responsibility to secure its own insurance or otherwise protect itself and its property and the property of its booth personnel, representatives, agents, employees, contractors, patrons, guests, licensee or invitees against loss or damage.

18. Limitation of Liability Under no circumstances shall SIMA or the Exposition facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. SIMA makes no representations or warranties, express or implied, regarding the number of persons who will attend the Exposition or regarding any other matters.

19. No Assignment or "Subletting" of Space; Non-exhibit Companies Exhibitor may not assign this Agreement and may not permit or "sublet" all or any part of its assigned booth space to be used by any other business, firm, entity or person, UNLESS SIMA has given prior written approval. Any such assignment, permission or "sublease" without SIMA's prior written approval shall be null and void. Exhibitor may not feature names or advertisements of non-exhibiting firms, entities, or persons in Exhibitor's booth space.

20. Labor Exhibitor shall observe all contracts in effect between SIMA, service contractors, Exposition facility and the labor organizations involved.

21. Indemnification Exhibitor agrees to defend, indemnify and hold harmless SIMA (and the Exposition facility management) from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judges recovered from or asserted against SIMA (or the Exposition facility management) on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either predominantly or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor (or of any of its booth personnel, representatives, agents, employees, contractors, patrons, guests, licensees or invitees, or of any other persons entering in or about the Exhibitor's booth space with the express or implied permission of Exhibitor), or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor (or of any of its booth personnel, representatives, agents, employees, contractors, patrons, guests, licensees or invitees) of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the operation or use of Exhibitor's booth space. Such

indemnification by the Exhibitor shall be effective unless such damage or injury results from the gross negligence or willful misconduct of SIMA.

Exhibitor covenants and agrees that in case SIMA (or the Exposition facility management) shall be made a party to any litigation commenced by or against Exhibitor or relating to this Agreement or to Exhibitor's booth space or of any of its booth personnel, representatives, agents, employees, contractors, patrons, guests, licensees or invitees, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon SIMA (or upon the Exposition facility management) by virtue of any litigation.

22. Disputes with Contractors, Unions, Other exhibitors, etc. In the event of a dispute or disagreement between Exhibitor and an official contractor, a labor union or labor union representative, or any other exhibitor, or concerning the interpretation of the rules and regulations, the actions or decisions concerning this dispute or disagreement by SIMA intended to resolve the dispute or disagreement shall be final and binding on Exhibitor.

23. Acceptance of this Agreement This exhibit application does not become a binding contract until SIMA has issued a written confirmation of acceptance. The receipt and deposit of Exhibitor's payment accompanying the application for booth space does not constitute acceptance of a contract. SIMA, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Exposition.

24. Integration; Waiver This Agreement contains the entire agreement between SIMA and Exhibitor. It may not be orally modified. Only an agreement in writing signed by a duly authorized representative of the party against whom enforcement or waiver or modification is sought will be enforceable. The waiver by either party of a breach of or a default under this Agreement shall not be construed as a waiver of any subsequent breach of or default, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

25. Choice of Law and Forum This Agreement shall be governed by the laws of the State of Wisconsin. Any action commenced by Exhibitor arising out of or relating to this Agreement, or arising out of or relating to the Exposition, shall be brought solely in the courts of Wisconsin unless SIMA consents to another forum. Exhibitor consents to the jurisdiction of the courts of Wisconsin for the resolution of any arising out of or relating to this Agreement or arising out of or relating to the Exposition.

26. Severability If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

27. Security

SIMA will employ reputable guards for the duration of the Exposition and will take reasonable precautions to safeguard Exhibitor's property. However, SIMA assumes no liability for loss or damages, howsoever caused, of goods, exhibits, or other materials owned, rented, or leased by Exhibitor.

28. Other Rules & Regulations SIMA shall have sole power to interpret and enforce this Agreement and the rules and regulations related thereto. SIMA may, in its sole discretion, amend the rules and regulations, but shall provide Exhibitor with written notice of any change. In the event of a conflict between the rules and regulations and this Agreement, this Agreement shall control. Any and all matters pertaining to the Exposition and not specifically covered by this Agreement or the rules and regulations shall be subject to determination by SIMA in its sole discretion.