Sponsor, Exhibitor and Advertiser
Terms & Conditions

INSPIRED LEADERS
SHAPING CITIES

Contract:
The following rules and regulations become binding upon acceptance of this contract between applicant and applicant's employee and agents, and the International Downtown Association ("IDA") and the exhibition managers designated by IDA (collectively, "Exhibition Management"), and any additions and amendments thereto that may later be put into effect by Exhibition Management. Applicant acceptance is established by signature on the sponsor, exhibitor, and / or advertiser application submitted to IDA.

Payment and Cancellation:
A. All applications must be accompanied by full payment. Applications failing to comply will be delayed in processing and assignment of exhibit/advertising space if applicable.

B. As benefits begin immediately, sponsorship, exhibitor and advertising cancellations are not permitted.

C. If IDA is unable to host an event due to unforeseen circumstances outside IDA's control, IDA shall allow the sponsor the opportunity to roll over a percentage of amounts paid (as determined by IDA) to other IDA marketing opportunities. Exhibitors will be automatically registered for the new date and have the ability to request a refund within 30 days after notice of the date change.

Event Registration:
IDA shall have sole control over all registration and admissions of persons. Complimentary sponsor registration(s) are for sponsoring company employees and are non-transferable. Exhibit staff badges are for the exhibiting company employees and are nontransferable.

Exhibitor badges are available through May 28, 2026 and are refundable up to thirty days prior to event start date. Sponsors must register prior to June 15, 2026 for credentials to gain admittance and those registering after June 15, 2026 will pay an additional administrative fee. All sponsors and exhibit staff must check in at IDA Registration, located in the conference facility. Preregistered sponsors and staff will receive badges upon check-in.

IDA Logo Usage:
IDA grants select sponsors logo usage rights as specified in the sponsor benefit package, separately provided to Sponsors by IDA. Any use of an IDA logo, in print or online, requires written pre-approval by IDA. Exhibitors understand and agree they do not have rights to use an IDA logo. For the avoidance of doubt, reference to IDA in text is acceptable, but not an IDA logo.

Treatment of Confidential Information:
Any and all mailing lists supplied by IDA to a sponsor's mailing house are for one time only usage. Materials must be pre-approved by IDA prior to distribution and a list is only provided if written into the benefit package by IDA and the one time usage agreement is signed. The mailing list must be purged and then deleted after one use.

Hosting Receptions or Events:
As a participant of IDA, we agree not to host any events within the same vicinity or region of IDA events or which otherwise conflict with the published dates of IDA's event without written pre-approval by IDA.
In the event IDA grants you permission to hold an event within or which otherwise conflict with the published dates of IDA's event(s), you agree not to engage IDA'scontracted facility where IDA's event will be held.

Advertising Space & Promotions:
IDA shall have sole control over content and images published, and reserves the right to have advertisements edited or revised by the sponsor, exhibitor, and / or advertiser if deemed inappropriate by IDA. It is the sole responsibility of the applicant to confirm IDA has received any advertisement(s) and/or logo(s) for promotion in accordance with the due date(s) communicated.

Event Apps:
The official IDA event app is designed for IDA event attendees to easily engage in conversation, share event experiences, browse agendas and resources, and search for exhibitor and sponsor information. While you are encouraged to connect and share your event experiences, the app is not designed for posting promotional materials or company advertisements outside of your official listing created by IDA without prior written permission. Additionally, no competing apps are allowed to be promoted leading up to or during IDA events.

Exhibit Space Assignment:
Space will be assigned to all applicants on a first come, first served basis, in the order in which applications are received (in the following order of preference: sponsors by level of investment, previous year's exhibitors, and then new exhibitors.) Exhibition management reserves the right to make any exceptions. Every effort will be made to assign the exhibitor to one of his/her chosen spaces, however, Exhibition Management reserve the right to make final space assignments or change space assignments after acceptance of the applications, should it be necessary in the best interest of the exhibition.

Service Order Kit
A service order kit ("Service Order Kit") containing general and technical information regarding the exhibition, the facilities of the exhibition site, and pertinent information, instructions and rates regarding the services of the official contractors will be provided to exhibitors, provided such exhibitors have complied with all requirements.

Shipping and Handling and Receipt of Freight:
The official drayer ("Official Drayer") for the receipt of the exhibit materials will be designated in the Service Order Kit. Shipment of exhibit materials, whether by motor freight (common carrier) or air, should be forward in accordance to the specific instructions given by the Official Drayer in the Service Order Kit. All materials should be sent to the location designated by the Official Drayer, and nothing should be sent to the exhibit site unless the exhibitor has made arrangements with the Official Drayer beforehand to receive the material there. Neither the exhibit facility nor its staff is prepared or authorized to receive or handle an exhibitor's shipment.

Exhibit Standards
IDA shall have the right to prohibit any exhibit or part of an exhibit, which IDA deems not suitable to or in keeping with the character, or purpose of the exhibition. Questionable exhibits shall be modified at the request of IDA.

Exhibit Set Up & Teardown:
IDA requires that all exhibitors complete their set up by the time specified in the exhibit schedule. All crates must be removed and stored by this time. All exhibitor staff must also be registered by this time or they will be asked to leave. Crates and other packing materials may not be visible during any show hours. These items are to be used during specified setup and teardown only and those not in compliance shall be fined $100 per half hour. Teardown is permitted during the times stated in the official show schedule only.

Safety:
A. Fire regulations require all display material made for decoration to be flameproof. Any/all electrical equipment, including signs and lights, shall be in good operable condition and able to pass the inspection of the local fire Underwriters Inspection Bureau. Each exhibitor agrees to be knowledgeable and responsible regarding ordinances and regulations pertaining to health, fire prevention, and public safety while participating in the exhibition.

B. The use of flammable materials necessary for the purpose of the exhibit, where no other alternative can be used, must first be brought to the attention, in writing, not less than 45 days before the opening of the exhibit and approved by IDA. IDA must receive a copy of any additional approvals determined necessary by the facility (i.e. fire marshal approval).

Use of Exhibit Space:
Exhibitors shall reflect their company's highest standard of professionalism while maintaining the booth during exhibit hours. The booth must be maintained by at least one company representative at all times during the tradeshow hours of operation. All demonstrations and exhibits must be confined to the contracted space. No exhibitor shall assign, sublet, or share the whole or any part of his/her space, without prior written consent by IDA.

Security/Liability/Insurance Requirements:
A. Security guards may be furnished during select hours. The furnishings of the guards shall not increase the liability of IDA, and exhibitors understand and agree that they are solely responsible for securing their exhibit and any items of value. After exhibit hours, only those exhibitors properly identified and having the permission of the tradeshow manager may enter the exhibit area.

B. Neither IDA, the official service contractors, the exhibit facility, nor the members representatives and/or employees thereof will be responsible for injury, loss, or damage that may occur to the exhibitor, or to the exhibitor's employee or property, from any cause whatsoever.

C. In the event that the premises in which the exhibition is or is to be conducted shall become, in the sole discretion of Exhibition Management, unfit for occupancy, or in the event the holding of the exhibition or the performance of Exhibition Management under the are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of Exhibition Management, said contract and/or the exhibition (or any part hereof) may be terminated by Exhibition Management. Exhibition Management shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Exhibition Management. If Exhibition Management terminates said contract and/or the Exhibition (or any part thereof) as aforesaid, then Exhibition Management may retain such part of an exhibitor's rental fee as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. For purposes hereof, the phrase "cause or causes not reasonably within the control of Exhibition Management" shall include, but shall not be limited to, fire; casualty; flood; epidemic; earthquake; explosion or accident; blockage embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; terrorism, riot or civil disturbance; strike, lockout, boycott or other labor disturbance; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain, or condemnation, requisition or commandeering of necessary supplies or equipment; governmental action, including through local, state or federal laws, ordinances, rules, orders, decrees, or regulations whether legislative, executive, administrative or judicial, and whether constitutional or unconstitutional; or Act of God.

D. Exhibitor shall, at its own expense, secure and maintain at all times during the event, including move-in and move-out days, the insurance listed below. All such

insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph.

(a) Workers' compensation and employer's liability insurance complying with the laws of the state and/or jurisdiction in which the Event is being held;

(b) Comprehensive General Liability insurance with limits not less than $1,000,000 each occurrence, $2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and

(c) Automobile Liability insurance with limits not less than $500,000 each occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

The Exhibitor's Comprehensive General Liability and Automobile Liability insurance policies shall name IDA as additional insureds and each of its direct and indirect subsidiaries and (iii) the Event Facility. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to Exhibition Management, shall be promptly furnished to Exhibition Management. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to Exhibition Management. The Exhibitor shall obtain a waiver of subrogation from the carrier of each policy described above and the carrier of each other policy that provides fire, explosion or any other risk coverage insuring the Exhibitor's property, in each case releasing in full such carrier's subrogation rights.

E. Damage to inadequately packed property is the exhibitor's responsibility.

F. Damage to the facility housing the exhibit caused or done by the exhibitor shall be replaced or repaired by the exhibitor. Additionally, the exhibitor agrees to protect, save and hold harmless IDA and the conference facility of and from all loss and/or damage whatsoever caused to the facility housing.

G. Exhibitors are advised to add to their existing insurance a portal-to-portal rider at a nominal cost protecting them against the loss/damage to their materials from fire, theft, accident, etc.

H. The exhibitor agrees to indemnify, defend and hold harmless the Exhibition Management, the IDA, the exhibition hall facility, the owner of such facility, and the city in which this exhibition is being held, and their respective officers, agents and employees, from and against all bodily and personal injury, loss, claims, or damage to any person or any property arising in any way from the use or occupancy of the space herein contracted for by the exhibitor, its employees, agents, licensees, contractors or customers. Exhibitor shall also indemnify, defend and hold such parties harmless from and against all bodily and personal injury, loss, claims or damage to any person or property anywhere on the grounds of the exhibition which is occasioned by any act or negligence of the exhibitor, its employees, agents, licensees or contractors, or by a default by exhibitor in the proper performance of its obligations hereunder. Exhibition Management shall not be responsible for loss or damage to displays or goods belonging to exhibitors, whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilfer-age, mysterious disappearance, terrorism, bomb threats or other causes. All such items are brought to the exhibition and displayed at exhibitor's own risk, and should be safeguarded at all times. Exhibition Management will use its best efforts to provide the services of a reputable protective agency during the period of installation, show and dismantling of the exhibition, but shall have no liability to exhibitor arising from the performance of such duties by said agency. Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of Exhibition Management to supervise and protect exhibitor's property within the exhibition. Exhibitors may furnish additional guards at their own cost and expense, only with the prior written approval of Exhibition Management. The exhibitor agrees that Exhibition Management shall not be responsible in the event of any errors or omission in the listings in the exhibitors' Directory or in any promotional material. The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitor's activities on the Hotel premises and will indemnify, defend, and hold harmless the Hotel, its owner, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages and claims.

Amendments to Contract:

Any and all matters and questions not specifically covered by the articles in this contract shall be subject to the decision of IDA. IDA may amend the aforementioned items covered by this contract at any time in the interest of the conference or exhibition, and written notice therefore shall be binding on sponsors, exhibitors and / or advertisers equally with the foregoing rules set forth in this contract.