Association of Marina Industries Conference & Expo
Exhibition Space Terms & Conditions

The above signed exhibitor ("Exhibitor") agrees that this form shall become a binding contract upon our acceptance of exhibit space and is subject to the terms, conditions, rules and regulations set forth herein and as set forth in the Exhibitor Service Manual, which is incorporated herein.

TERMS AND CONDITIONS

1. Eligible Exhibits: Association of Marina Industries (AMI) reserves the right to determine the eligibility of any company or product for inclusion in the Conference & Expo. Exhibitor shall not exhibit or permit to be exhibited in the space allocated to Exhibitor any merchandise other than that specified in Exhibitor's application. Each Exhibitor that has purchased an in-person display booth will also be provided with one (1) complimentary virtual booth. Unlike in-person booths, each virtual booth is the same, in that there is no distinction between premium and first tier booths.

(a) Exhibitor will not display any products without the endorsement or approval of the manufacturer. Exhibitor represents that it has the full authority and all approvals necessary to display and sell its products at this Conference & Expo.

(b) Exhibitor agrees that AMI may remove any exhibits that it determines are of a disruptive, objectionable or inappropriate nature. Exhibitors may not display political propaganda in their display or anywhere in the e-hall.

(c) Exhibits must be staffed by Exhibitor personnel during all Conference & Expo hours.

(d) For in-person displays, Exhibitor will be assigned a specific installation time for set-up of Exhibitor's designated space. If Exhibitor arrives for set-up after its scheduled installation time, AMI shall have the right to relocate Exhibitor to any other location specified by AMI; or, if no alternative is available, Exhibitor will be denied its opportunity to participate and will forfeit any payments made.

2. Limitations of Liability and Indemnification: Exhibitor, without regard to assignment, lease, distributor or manufacturer's representative occupancy, shall indemnify, defend and hold harmless AMI, its members and assignee(s) in interest, and Ocean Center Daytona Beach, Daytona Beach, FL, and their respective members, officers, directors, managers, agents and employees ("Indemnified Parties") from and against all losses, claims, liability, damage, actions, judgements, costs or expenses (including, but not limited to, attorney's fees and costs) brought against, recovered from, or assessed against Indemnified Parties (i) from the breach of any representation or covenant set forth herein; (ii) for any injury or death of any person(s), or any loss, through theft or otherwise, of, or damage to, property arising in any way in connection with the use and enjoyment by Exhibitor, or any other person or entity, with the permission, express or implied, of Exhibitor of the Conference & Expo, space, or exhibit hall; (iii) arising from the use of equipment, devices furnished to or used by Exhibitor, or other persons in connection with the Conference & Expo, or the use of the space; (iv) arising out of the use of the exhibition premises. Such indemnification shall not apply if damage or injury results solely from the gross negligence or willful misconduct of the Indemnified Parties.

(a) Each party agrees that the federal and state courts sitting in Providence, RI, shall have exclusive jurisdiction to hear and to determine all claims and disputes between the parties. Exhibitor waives any objection based upon lack of personal jurisdiction, improper venue, or forum non conveniens. Each party hereby waives its right to a jury trial in the event of any such litigation. Neither party shall have any liability for punitive, incidental or consequential damages, including, but not limited to, loss of profit, revenue or enterprise value, as a result of a breach of this agreement, tort, or otherwise, to the full extent as may be disclaimed by law.

3. Building Regulations: The rules and regulations promulgated and in effect from time to time governing use and occupancy of the exhibit facility are incorporated by this reference herein for all purposes. Without limiting the forgoing, it is understood that the Exhibitor shall neither injure nor mar, nor in any manner deface the premises. Exhibitor will not be permitted to drive nails, hooks, tacks or screws into any part of the building or put up decorations or adhesive that would deface the premises. Also, no signs may be placed on any structure of the building.

4. Display Characteristics: Dimensions of all in-person exhibit areas are believed to be accurately stated on the floor plans, but AMI shall have no responsibility for any discrepancies or errors. Facility lighting may not illuminate all areas evenly and effectively, and AMI assumes no responsibility for providing additional lighting. If available, Exhibitor may order additional lighting at its expense (see Exhibitor Service Manual). AMI assumes no responsibility for temperature levels during set-up, exhibit, or takedown periods. All booth arrangements shall conform in all respects to the dimensional and height requirements as indicated in the Exhibitor Service Manual.

(a) Distribution of samples and printed matter of any kind and any promotional material is restricted to the confines of the exhibit booth. Exhibitor shall design and maintain the exhibit in conformity with the general theme and tenor of the Conference & Expo and shall keep said exhibit presentable at all times. No signs or advertising devices shall be displayed outside of exhibit spaces other than those furnished or approved by AMI. Exhibitor shall arrange its exhibit so as not to obscure, impair access or visibility to, or otherwise prejudice adjacent exhibits.
(b) Please refer to the Exhibitor Service Manual for Display Guidelines for information on the installation, construction, and character of exhibits. The Exhibitor Service Manual Display Guidelines shall also be applicable to Exhibitor's use of virtual booths.

5. Dismantling of Exhibits: It is expressively forbidden for Exhibitor to dismantle or pack any portion of its exhibit booth prior to the official closing of the Conference & Expo. All exhibits, samples and other merchandise must be removed from the facility by Exhibitor according to the move-out schedule published in the Exhibitor Service Manual. Exhibitors who do not comply with these regulations may not be offered renewal of their spaces in the following year's Conference & Expo. In addition, AMI reserves the right to remove and dispose of any of Exhibitor's property left in the facility after the designated time for Exhibitor's move-out and to charge Exhibitor the costs therefor, plus an administrative fee of $100 plus 15% of costs incurred by AMI.

6. Objectionable Activity: The use of devices for mechanical reproduction of sound or music is permitted but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Any photos, products, or other materials that could be found objectionable by the general public may not be openly displayed in exhibit booths. Exhibitor is prohibited from taking any type of photograph or videotape of the exhibition without the consent of AMI. Unauthorized use of photography equipment or videotape equipment is subject to confiscation.

7. Rejected Displays: Exhibitor agrees that its exhibit shall be admitted and shall remain from day to day solely in strict compliance with the requirements hereof and those outlined in the Exhibitor Service Manual. AMI reserves the right to reject, to eject, or to prohibit any exhibit in whole or in part, or any exhibitor or his representatives, with or without given cause. If cause is not given, liability shall not exceed the return to the exhibitor of the amount of rental unearned at the time of the ejection. If an Exhibitor or an exhibit is ejected for violation of these rules or for any other reason, no return of rental shall be made.

8. Insurance: AMI and the Indemnified Parties shall not be responsible for any loss or damage to any property of the Exhibitor for any reason, including theft, unless such loss or damage is caused solely by the gross negligence of AMI or its employees or agents. Exhibitor is required to follow and use all the security arrangements made by AMI for property and valuables when the Conference & Expo is not open.

(a) In addition, Exhibitor is required to provide and keep in force during the Conference & Expo period, including move-in and move-out periods, the following insurance coverage: (i) worker's compensation and employer's liability insurance covering its employees in the state in which the Conference & Expo is being held, in accordance with the statutes, rules and regulations promulgated by that state's governing authorities; (ii) comprehensive general liability insurance, including blanket contractual liability insurance naming Association of Marina Industries as an additional insured, with limits of $1,000,000 combined single limit for bodily injury and property damage, or commercial general liability insurance naming Association of Marina Industries as an additional insured with limits not less than $2,000,000 general aggregate, $1,000,000 products-completed operations aggregate, $1,000,000 personal and advertising injury limit, and $1,000,000 each occurrence limit; (iii) all-risk property insurance covering all of Exhibitor's property brought into or used in connection with the Conference & Expo, including the move-in and move-out periods, with insurance coverage to be set forth in an insurance policy that includes a waiver of subrogation against AMI, its members, managers, officers, employees and agents; and limits of liability providing minimum coverage (with no deduction or participation provisions) of not less than the full replacement cost of the property lost or damaged.

(b) Certificates of insurance naming AMI, Conference & Expo contractors, and the Ocean Center, Daytona Beach, FL as additional insured and loss payees as their interests may appear, shall be furnished as soon as possible to AMI prior to the Conference & Expo.

(c) Exhibitor understands that neither AMI, Conference & Expo contractors, nor the Ocean Center, Daytona Beach, FL maintains insurance covering Exhibitor's property, and it is the sole responsibility of Exhibitor to obtain such insurance.

9. Labor: Exhibitor hereby agrees to use Conference & Expo-approved labor at all times while in the facility and to abide by all agreements made between the facility, the unions (if applicable) and AMI.

10. The Use of Exhibitor-Appointed Conference & Expo Contractors is not permitted: Exhibitors must use Conference & Expo-approved contractors at all times.

11. Exhibit Logistics: Detailed information, in the form of an Exhibitor Service Manual, will be provided to exhibitors who are current according to the stated "Payment for Space" section below. The manual will contain information regarding shipment, labor, electrical services, rental items, exhibit hours, etc. Service order forms for all available services also will be included and should be returned promptly. The Exhibitor Service Manual will be available online on the Conference & Expo website, Exhibitor portal and the Conference & Expo decorator portal, Sheperd Exposition Services.

12. **Payment for Space:** Payment in full is due at the time of contract submission. Exhibitor must be paid in full before it is allowed to move into the Conference & Expo. All other accounts with AMI must also be current. This includes payments for space deposits and any other balance due for products, services, certification, dues or assessments purchased by Exhibitor or otherwise due AMI. If Exhibitor is not paid in full on all balances due AMI as described above no later than two weeks prior to move-in date, Exhibitor will be deemed to have canceled the space contract for this Conference & Expo and will forfeit any payments already made. AMI member rates apply only to space occupied by the member's own products.

(a) AMI members must be in good standing at the dues-payment deadline of September 30, 2026, in order to receive the member discount. "First-time members" joining AMI before the Conference & Expo, but after AMI's dues payment deadline, will receive the full member discount.

(b) Exhibitors who fail to make space payments in accordance with the following terms will not be considered for space increases, location changes, or upgrades of any kind, and they are subject to cancellation without refund.

(c) Payment in full due upon receipt of contract.

13. Cancellation: Exhibitor may not cancel or terminate this agreement, and Exhibitor shall not be entitled to a refund of any payments, in whole or in part for any reason. AMI may close an exhibit and cancel this agreement at any time for failure of Exhibitor or any of its officers, agents, employees or other representatives to perform, observe or comply with any term or condition set forth herein or stipulated in the exhibitor contract. In such event, AMI may immediately remove Exhibitor's display at the Exhibitor's sole expense if Exhibitor fails to do so, and AMI may resell the space to others. If Exhibitor requests a space reduction after signing of this Agreement, AMI reserves the right to relocate the exhibit or reconfigure it as determined by AMI. In the event that Exhibitor wishes to cancel its in-person display, Exhibitor must notify AMI in writing no later than October 1, 2026. All amounts paid to AMI as of the date of cancellation, will be credited toward Exhibitor's 2027 Conference & Expo fees and such credit shall be Exhibitor's sole and exclusive remedy. Failure to timely notify AMI in accordance herewith shall result in a forfeiture of all fees paid by Exhibitor.

14. Official Conference & Expo Program: Exhibitor shall cause to be listed in the official program of the Conference & Expo. It is the Exhibitor's responsibility to meet all deadlines related to the directory.

15. Subleasing/Sharing: Assignment (in whole or in part), subletting, or licensing of space by Exhibitor, or use of the space not previously approved and authorized in writing by AMI is prohibited. The sharing of an exhibit booth by two or more companies is not permitted.

16. Electrical Work: No wiring, installation of spotlights, or other electrical work shall be done except by the electrical contractor authorized by AMI or the facility.

17. Fire and Safety Laws: Federal, state, and city laws must be strictly observed. Exhibitor shall not use any flammable decorations, coverings, fabrics or other material used for decoration. Exhibitor will be responsible to abide by city fire and safety codes that may be in effect.

18. Smoking is prohibited on the Conference & Expo floor. Aisle and fire exits cannot be blocked by exhibits.

19. Transfers: Transfers of monies from one Conference & Expo year are not permitted. However, if AMI determines, in its sole and absolute discretion, to permit a transfer, AMI shall have the right to charge a transfer fee. Any transfers permitted hereunder shall be enforceable only if in writing and signed or acknowledged by AMI.

20. ***Force Majeure***: AMI shall not be liable in the event that the Conference & Expo is not held as a result of any emergency, as for instance, an energy blackout, acts of terrorism, transmittable diseases and related governmental restrictions, legislative action, lockouts, slowdowns, and strikes or destruction or damage to the Ocean Center and/or the Hilton Daytona Beach Resort, by fire, windstorms, flood or acts of God, or a declaration of a state of emergency by the an elected official, including closure orders, or if as a result of any of the foregoing AMI deems in its sole but reasonable discretion that the Conference and Expo cannot be conducted effectively. If the Conference & Expo cannot proceed due to capacity, travel, or other restrictions related to the ongoing a national health crisis or pandemic, AMI may elect in its reasonable discretion to hold the Conference & Expo by virtual means. In such an instance, Exhibitor will be issued a refund for the difference in cost between the cost of the in-person display and one (1) virtual booth priced at the time of the event. Under no circumstance shall AMI be liable for technical difficulties experienced by an Exhibitor in the presentation of its display, or its participation in the Conference & Expo, by virtual means, including without limitation disruptions or loss of power, connectivity, internet, audio or visual transmission, or other causes outside the control of AMI.

21. Space Allocation: Space is allocated at the discretion of AMI based on the availability of space and taking the wishes of each Exhibitor as much into account as possible. If a waiting list needs to be established as a result of lack of space, this will be handled by date of receipt of the online Association of Marina Industries Conference & Expo Exhibit Space Application.

22. Reservation of the Right to Make Changes: AMI reserves the right at all times to make changes to the Conference & Expo including but not limited to: dates, times, space within the exhibit hall and conference location; or, in very exceptional circumstances, the concept of the Conference & Expo or to cancel or postpone the Event due to special circumstances or if the organization of the Conference & Expo so requires. In such cases, the Conference Sponsor and/or Exhibitor will not be entitled to claim compensation for any costs incurred and/or loss or damage suffered as a result these changes. The Sponsor and/or Exhibitor will not be entitled to a refund or to cancel their application wholly or partly. If AMI assigns to the Exhibitor, in lieu of the original space, such other space as AMI deems appropriate, including without limitation a virtual booth, the Exhibitor agrees to use such space under the terms of this agreement.

23. Copyrighted Materials: Exhibitor acknowledges and agrees that it shall be solely responsible for obtaining any licenses, permits, etc., that may be required for it to broadcast, perform or display any copyrighted materials including, but not limited to, music, video, and software. Exhibitor shall indemnify, defend, and hold harmless AMI its members, managers, directors, officers, employees and agents, and each of them from and against any and all claims and expenses, including attorney's fees and costs, arising out of, or related to, Exhibitor's breach of this provision.

24. Use of Aisles and Common Areas: The aisles, passageways, space behind exhibit booths, and overhead spaces remain strictly under the control of AMI; and no signs, decorations, banners, advertising matter, products, trash or other, or special exhibits will be permitted outside the confines of Exhibitor's booth except by special written permission of AMI. Uniform attendants, models, and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Exhibitor's booth space.

25. Taxes and Licenses: Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local, state or federal law applicable to its activity at the exhibition. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees, or other charges that shall become due to any governmental authority in connection with its activities at the exhibition.

26. Amendments to the Rules: Conference & Expo management has full power in the interpretation and enforcement of all terms and conditions and full power to establish other rules and regulations considered necessary for the proper conduct of the Conference & Expo.

(a) Exhibitor agrees to comply with such terms and conditions. Exhibitor's failure to comply shall entitle AMI to terminate its obligations under this contract and to remove Exhibitor from the Conference & Expo, or to shut down or to darken Exhibitor's space.

(b) Exhibitor agrees to comply with all pertinent laws, codes and regulations of municipal or other authorities that affect the Conference & Expo space.

(c) No failure by AMI to enforce, or any delay in the enforcement of, any rights or power by AMI shall impair any right, power or remedy that AMI may have under this contract.