

# 2025 GCSAA Conference and Trade Show

## Exhibit Booth Space Terms and Conditions

Submission of a booth space Application (hereinafter referred to as “Application”) implies agreement to the 2025 GCSAA Conference and Trade Show Exhibit Booth Space Terms and Conditions (hereinafter referred to as “Agreement”) listed below.

The Golf Course Superintendents Association of America (hereinafter referred to as “GCSAA” or “Show Management”) will have the full right of interpretation and approval on all matters pertaining to this Agreement and the rules and regulations contained within.

For the purposes of this document, Exhibitor (hereinafter referred to as “Exhibitor” or “Exhibitors”) refers to the organization, company, or individual contracting with GCSAA for exhibit space at the 2025 Conference and Trade Show (hereinafter referred to as “CTS” or “Show”). Exhibitor may also be used to reference the employees, contractors, agents, talent, and other operators that have a relationship to or are working on behalf of the Exhibitor.

For the purposes of this document, Convention Center (hereinafter referred to as “Convention Center”) refers to the San Diego Convention Center located at 111 Harbor Dr, San Diego, CA 92101.

GCSAA and Exhibitor are each a “Party” in this Agreement and may be referred to collectively as “the Parties” in this document.

The official general service contractor for the 2025 CTS is The Freeman Company (hereinafter referred to as “General Service Contractor” or “Freeman”).

An Exhibitor may lease booth space from GCSAA under the definite understanding that its product(s) and/or service(s) are deemed by Show Management to be directly related to golf course management and the golf industry.

### **EXHIBIT SPACE – BOOTH PAYMENT AND CANCELLATION POLICIES**

Upon execution of an Application, Exhibitor agrees to immediately pay a deposit of 50% of the total cost of the booth space. The balance of the booth space is to be paid no later than Oct. 25, 2024. For Applications submitted after Oct. 25, 2024, no booth space allocations/assignments will be made, nor will an Application be processed, until full payment for the booth is received by GCSAA.

If Exhibitor fails to make timely booth space payment(s) or has a past due indebtedness to GCSAA of more than 30 days prior to the first day of move-in at the Show, Show Management may cancel the booth Application and shall have all the rights set out, in the next section below, as if an Exhibitor had cancelled after Oct. 25, 2024. GCSAA also reserves the right to offset any past due indebtedness of more than 30 days with payments received under a booth Application. In the event Exhibitor fails to submit payment for past due indebtedness of more than 30 days and its proportional payment due related to the booth space Application, Show Management reserves the right to prohibit Exhibitor from participating in the Show.

Booth space will be considered cancelled by Exhibitor upon the date when written notice of cancellation is received by Show Management. Cancellation requests MUST be in writing and can be emailed to [accountrep@gcsaa.org](mailto:accountrep@gcsaa.org). Refunds for cancelled or downsized space will be given as follows:

- a. If booth space is cancelled on or before Oct. 25, 2024, Show Management will retain or collect 50% of the total booth cost.
- b. If booth space is cancelled after Oct. 25, 2024, Show Management will retain or collect 100% of the total booth cost.
- c. If the Exhibitor on a main aisle downsizes by more than 50% of their original booth request on the exhibit space Application, they will be required to move to a new booth location.
- d. Exhibitors who request a reduction in the amount of booth space reserved will be assessed a downsizing fee if the Exhibitor has already been confirmed to a booth space and has been sent a confirmation letter for the original booth space. Downsizing penalties are 50% of the difference between the original booth amount and downsized booth amount. Any refund due will be processed once downsizing penalties have been assessed and paid. Downsizing fees are non-transferrable. Downsizing requests MUST be in writing and can be emailed to [accountrep@gcsaa.org](mailto:accountrep@gcsaa.org).
- e. For clarity, downsizing fees will be assessed as follows:
  1. Downsizing notifications received by Show Management after Application is submitted, but no confirmed booth space; no downsizing fees assessed.
  2. Downsizing notifications received by Show Management after confirming a booth placement and having received a confirmation letter from Show Management; Exhibitors shall pay 50% of the difference between the cost of the two booth spaces reserved/released exhibit space fees.

In the event CTS is cancelled because of reasons beyond the control of Show Management, including but not limited to fire, hurricane, disaster or other acts of God, war, terrorism, government regulations, strikes, civil disorder, curtailment of transportation facilities, flood, explosion, earthquake, invasion, epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness) or another cause or condition beyond the control of Show Management, space fees or deposits already made will be returned to Exhibitors on a pro rata basis, after all related expenses incurred by Show Management, through the date of cancellation, have been met and such refund shall be accepted by Exhibitor in full settlement of all loss or damage suffered by Exhibitor.

In the event Convention Center becomes unavailable or reduces the space available because of reasons beyond the control of Show Management or the Convention Center, including but not limited to fire, hurricane, disaster or other acts of God, war, terrorism, government regulations, strikes, civil disorder, curtailment of transportation facilities, flood, explosion, earthquake, invasion, epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness) or another cause or condition beyond the control of Show Management or the Convention Center, Exhibitor hereby authorizes Show Management to assign to Exhibitor, in lieu of the booth space previously described or assigned, such booth space, regardless of size or location, in such other building as Show Management may be able to procure, during the days, month and year selected by Show Management for holding CTS, regardless of the location or timing thereof. Exhibitor shall use and occupy such substituted space at the same rent and under the same terms and conditions as are set forth in this Agreement and Show Management shall not be liable to

Exhibitor for any loss or damage suffered by Exhibitor by reason of such unavoidable postponement and/or relocation of CTS.

Any marketing, advertising, sponsorship, or similar opportunities will be considered cancelled by Exhibitor upon the date that written notice is received by Show Management. Such cancellation requests MUST be in writing and may be emailed to [accountrep@gcsaa.org](mailto:accountrep@gcsaa.org). Refunds for cancelled marketing, advertising, sponsorship, or similar opportunities will be for any monies received to date less all documented costs incurred by Show Management (up to the date of cancellation) to produce the marketing, advertising, sponsorship, or similar opportunities. No refunds of any monies received will be made if cancellation is received after Oct. 25, 2024; this includes any marketing, advertising, sponsorship, or similar opportunities that are agreed upon after the above date.

Show Management has the absolute right to cancel an Application if Exhibitor fails, at any time, to comply with any of the terms, provisions, or conditions outlined in this Agreement. Such cancellation shall be without liability on the part of Show Management, and in the event of cancellation under this paragraph, Show Management shall retain all payments made by Exhibitor for booth space. Show Management has the absolute right to cancel the Application, and thus this Agreement, if Exhibitor becomes insolvent.

### **EXHIBITOR PERSONNEL BADGES**

Exhibitor badges are limited to a maximum of four (4) badges per one hundred (100) square feet of booth space, up to two hundred eighty (280) badges in total. Any badges requested over the calculated allotment will be charged at a rate determined by Show Management.

Assignment and distribution of Exhibitor's badges to their personnel is the sole responsibility of the Exhibitor. Exhibitor agrees to restrict distribution of badges to Exhibitor employed personnel and/or 3<sup>rd</sup> party companies and/or individuals who are distributors and/or manufacturers for the Exhibitor's products and/or services. Exhibitor personnel badges shall **NOT** be assigned to or otherwise given to any individual that would be considered a golf course superintendent, assistant golf course superintendent, equipment manager, or other golf course personnel, owner, operator, or staff that should be registered as an attendee for the Show.

### **SELECTION AND ASSIGNMENT OF EXHIBIT SPACE**

Show Management reserves the right to make all booth space assignments in accordance with the GCSAA Conference and Trade Show priority point system. If necessary, Show Management reserves the right to shift booth space assignments after the Application has been signed/submitted, or refuse booth space to any company for the overall good of CTS. Show Management will do everything possible to help Exhibitors select their booth space location, but Show Management cannot guarantee that the final booth space assignment will not be near a competitive company or be in the Exhibitors desired location.

The GCSAA Conference and Trade Show priority point system determines the order of exhibit booth space assignments for CTS. Log on to <https://www.gcsaaconference.com/exhibitor/booth-assignment> for a full explanation of the GCSAA Conference and Trade Show priority point system, how priority points are earned, and the most current CTS priority point deadline. The priority point deadline for CTS will be established each year and communicated to Exhibitors.

Any booth space Application (along with required 50% deposit) received on or before the priority point deadline will be assigned space based on the GCSAA Conference and Trade Show priority point system. Any booth space Application received after the priority point deadline will be assigned on a first-come, first-served basis. Exhibitors who do not hold any priority points within the GCSAA Conference and Trade Show priority point system will be considered for space assignment in the order of receipt of Application and upon fulfillment of the deposit requirement.

If a booth space Application is received without a deposit (including full payment if Application is received after Oct. 25, 2024), Show Management will hold the booth space for the Exhibitor for five (5) business days. If the deposit (or full payment if Application is received after Oct. 25, 2024) on the booth space is not received by the end of the five (5) business day period, Show Management will release the hold for booth space and resell the booth space.

Exhibitors with a booth space footprint equal to or greater than five thousand (5,000) square feet will be considered anchor tenants. A minimum of two hundred (200) linear feet of separation is required between anchor tenants. Show Management reserves the right to reduce the amount of separation between anchor tenants as necessary to meet the needs of the Exhibitors, Convention Center (exhibit hall layout), and/or for the overall betterment of CTS.

All the dimensions and locations shown on the official floor plan should be accurate, but are not warranted. Show Management reserves the right to make such modifications as necessary to meet the needs of the Exhibitors, the Convention Center (exhibit hall layout), and/or for the overall betterment of the CTS.

### **STANDARD BOOTH EQUIPMENT PROVIDED**

Included in the price of each booth (except islands) is the following:

1. One (1) eight-foot (8') tall, draped background with thirty-six-inch (36") side rails and drapery.
2. One (1) eleven-inch (11") x seventeen-inch (17") company identification sign with company name and booth number listed.
3. Show site material handling (i.e., drayage; the movement of materials from shipping dock to an exhibit booth for booth set up and then back to the shipping dock for return shipment and/or collection at end of CTS) is also included in the booth space cost noted in the Application. Freeman is responsible for drayage/material moving at CTS. **Please note: Freeman may charge additional fees for drayage after the Show officially opens. Any additional fees incurred after the Show officially opens are at the expense of the Exhibitor, as well as any/all mobile spot fees, forced carpet fees, and any fees above and beyond basic movement of freight (including empty containers, etc.) from the shipping dock to the booth and back.** All other furnishings, floor coverings, and additional booth requirements must be provided by the Exhibitor, at their own expense and responsibility.

Show Management will include Exhibitor's name, address, phone number, personnel contact, web site address, product categories, booth number, and any other relevant information on the official CTS website directory if directory listing information is received by stated/communicated deadline. Show Management is not responsible for any errors or omissions.

The use of any specialized equipment (i.e., forklift, scissor-lift, etc.), required in connection with installing or assembling, booth work, spotting and/or rigging will be made available for hire and charged to the Exhibitor at hourly rates noted by Freeman.

## **SPACE REGULATIONS AND RESTRICTIONS**

Exhibitor agrees to only exhibit in the booth space square footage detailed in the booth Application and assigned on the exhibit floor by Show Management. Exhibitor likewise agrees that exhibits are only allowed within the convention hall, and no outside demonstrations, advertising, sponsorships, promotional activities, meetings, seminars, educational sessions, product exhibits, displays, or product discussions may be conducted anywhere, including participation in non-sanctioned CTS events, without the express written consent of Show Management. Adherence to this provision continues from the beginning of the GCSAA Golf Championships through the conclusion of all CTS-related events.

The distribution of magazines, newspapers, promotional materials, and other literature, including the use of "strolling entertainment" to deliver such items, outside the Exhibitor's assigned booth space and at official CTS hotels is prohibited without express written consent of Show Management. Any materials found to be in violation of this policy will be immediately removed and discarded without notification to the Exhibitor.

No Exhibitor shall reassign, sublet, or share the whole or any part of their assigned booth space to another Exhibitor without the express written consent of Show Management. If Show Management is provided with written documentation (by a parent company) of an Exhibitor showing ownership of another company, then the parent company and subsidiary company may be allowed to occupy the same Exhibit booth space pending final approval from Show Management.

All Exhibits must conform to the most current International Association of Expositions and Events (IAEE) display guidelines adopted by Show Management and contained in the exhibitor service kit, which can be found online at: [https://www.gcsaa.org/docs/librariesprovider6/2024-documents/2024-exhibitors/iaee-guidelines.pdf?sfvrsn=66a9c23e\\_1/](https://www.gcsaa.org/docs/librariesprovider6/2024-documents/2024-exhibitors/iaee-guidelines.pdf?sfvrsn=66a9c23e_1/)

Partitions separating neighboring exhibits must remain intact.

Exhibitors cannot sell, rent, or lease exhibit space or demonstration space, or allow signs, placards, tee markers, or other commercial or product identification and/or advertisements at the GCSAA Golf Championships tournament courses, tournament course surrounding properties, or tournament hotel property without the express written consent of Show Management. GCSAA maintains sole proprietary sponsorship of the GCSAA Golf Championships.

Exhibitors will take every reasonable precaution to minimize the noise of operating exhibits. In the event that any other exhibitor or attendee objects or protests to the noise level, Show Management shall reserve the right to require the Exhibitor to cease operation of the exhibit or take measures to reduce the noise to a level under 85 decibels. Exhibitors are prohibited from using objectionable amplifying or special lighting equipment. In all cases, Show Management shall have the absolute right to require Exhibitor, at Exhibitor's expense, to change, alter, modify, or remove all or part of its exhibit or display booth. Grounds for such action shall include, but will not be limited to, the following:

1. Lack of aesthetic uniformity or harmony with other exhibit space display booths.
2. Non-compliance with express restrictions on the dimensions of the Exhibit space display booth or any

- part thereof contained in this Agreement.
3. Objectionable noises, lasers, lighting, or odors emanating from the Exhibit space display booth.
  4. Obstruction of aisles or of other exhibit space display booths.
  5. Objectionable clothing or attire worn by Exhibitor's personnel, its agents, or models. Attire not normally worn in a business office or on a golf course is specifically prohibited, unless exempted in writing from Show Management because of a costume's significance to a firm's product(s) or service(s).
  6. Distribution of materials that may be considered offensive or not in good taste to a reasonable person.

Show Management reserves the right to stop any product demonstration on the exhibit floor which is determined by Show Management to be a hazard or not consistent with the rules and regulations of this Agreement or causes a disruption at the Show. Examples include, but are not limited to, the following: grinding machines without proper safety shields, dangerous use of log splitters or hydraulic equipment and/or lifts or any other mechanism that Show Management deems a hazard or is otherwise inconsistent with the safety of the Show. It is the Exhibitor's responsibility to operate in accordance with all applicable local, State, and/or Federal safety rules and regulations.

The use of balloons, drones, or any other flying or floating device in the exhibit booth design and/or as promotional activities or demonstrations is strictly prohibited without authorization from Show Management. Requests must be in writing and must be received at least 60 days prior to the Show. Any associated charges relating to the approved use of any floating or flying devices will be borne by the Exhibitor. Any damages to the Convention Center or other exhibitor booths, injuries to CTS attendees and/or participants, and/or other liabilities, including the cost to retrieve any flying or floating devices, will be borne by the Exhibitor in any and all circumstances; Show Management shall not be liable.

The use of gambling or gambling equipment in exhibit booth design and/or as promotional activities or demonstrations is strictly prohibited. This includes the use of slot machines, roulette wheels, card, lottery, and dice games, etc. The determination of whether any device or activity violates this policy will be made at Show Management's sole discretion.

All drawings, giveaways, prizes, or similar activities must be approved in writing by Show Management at least 30 days in advance of the Show. Exhibitor is responsible for conducting any such activities in accordance with all local, State, and/or Federal laws. Exhibitor is responsible for any tax obligations that might arise from conducting these activities at the Show.

Show Management reserves the right to deny consent for any exhibit, performance, or event presented at CTS that is photographed, videotaped, broadcast, or recorded for personal or commercial use, sale, or distribution of any kind. Photography, video production, and/or graphic reproduction of other exhibitors' booths and products displayed therein is strictly prohibited. No videotaping or recording equipment of any kind is allowed in exhibit areas except by persons authorized as media or otherwise contracted by Show Management. If found in violation of this policy, Exhibitor agrees to surrender recording media immediately at the request of Show Management.

No outside food or beverage will be permitted into the Convention Center by an Exhibitor, installation company, or any other entities hired by the Exhibitor without prior written consent from Show Management and Convention Center management. Exhibitor may only serve alcoholic beverages purchased through the Convention Center's official catering company and served by Convention Center's official catering company staff, in accordance with all local, State, and/or Federal laws and regulations. In no case may alcohol be served to any underage attendee. If Exhibitor is a manufacturer or distributor of alcoholic beverages, they

may offer samplings in their designated exhibit booth space only upon written approval from Show Management and the Convention Center. Exhibitor must also make all necessary arrangements (including permits, licenses, etc.) through the Convention Center. If Exhibitor is a manufacturer or distributor of alcoholic beverages and they wish to provide alcoholic samples from their designated exhibit booth space, they must provide a liquor liability certificate in an amount of at least one million U.S. dollars (\$1,000,000) or more based on any amount(s) required by local, State, and/or Federal laws or by the Convention Center. The liquor liability certificate should list GCSAA and the Convention Center as additional insureds.

The serving of all other food and beverages in the exhibit display booth is the responsibility of the Exhibitor, and arrangements must be made through Convention Center management or the Conventions Center's official catering company. No products may be sampled or given away outside of the exhibit hall or inside any meeting rooms of the Convention Center. Additional information and forms regarding food and beverage options are available in the exhibitor service kit, which can be found online at: <https://www.freemanco.com/store/forms-and-brochures?showID=521821> under Specialty Contractors.

Bridging of aisles or end-capping of an exhibit display booth is strictly prohibited.

The overall length of the exhibit display booth configuration must not exceed 50%, or a 2-to-1 ratio, of the overall width of the exhibit display booth on main aisle frontage.

Visitors to the exhibit display booth must be contained within perimeters of same. No overflow into the aisles will be permitted, as local fire regulations indicate all aisles must remain free for egress in the event of an emergency.

Exhibitor acknowledges their responsibility under the Americans with Disabilities Act (ADA) to make their booth space accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless the GCSAA, its members, related companies, agents, or employees and the Convention Center, its agents, and employees against cost, expense, liability, or damage, which may be incident to, arise out of or be caused by Exhibitor's failure to have their booth comply with requirements under the ADA. Any expenses incurred by the Exhibitor to make their booth ADA compliant shall be borne by the Exhibitor.

Exhibitor acknowledges and agrees they shall be solely responsible for obtaining any licenses, permits, etc., which may be required to broadcast, perform, or display any copyrighted materials including, but not limited to, music, video, and software. Exhibitor shall indemnify, defend, and hold harmless GCSAA, its directors, officers, agents, and representatives 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. The terms of this provision shall survive the termination or expiration of this Agreement.

Exhibitors are prohibited from using live animals in their exhibit booth space without prior approval of Show Management.

Violations of any of the above-mentioned rules in this Agreement can result in the cancellation of the booth Application and be cause for immediate removal of the exhibit from the Show without refund or liability to Show Management.

### **EXHIBIT INSTALL, DISMANTLE, AND DESIGN REGULATIONS**

Exhibitors are required to furnish their entire exhibit booth space with carpeting or floor covering. Carpet or

floor covering installation must be completed by 3:00 p.m. local time at the Convention Center the day prior to the Show opening; otherwise, carpet may be forced. All charges and fees incurred from carpet being forced are the sole responsibility of the Exhibitor.

Exhibit building/construction must be completed by 6:00 p.m. local time at the Convention Center the day prior to the Show opening. If Exhibitor fails to occupy the assigned space by this deadline, Show Management has the right to utilize the area in any way it may decide without relieving the Exhibitor of the obligation to pay in full.

Any multi-level exhibits, regardless of square footage of area to be covered, within an exhibit display or a multi-level display, must submit blueprints/drawings/plans to Show Management by Dec. 2, 2024, for review. Blueprints/drawings/plans for multi-level exhibit displays will be reviewed for approval by Show Management, the Convention Center, and the local fire marshal. Pricing rules apply for multi-level exhibits as detailed in the annual Show pricing that can be found online at: <https://www.gcsaaconference.com/exhibitor/booth-pricing>. Exhibitors with multi-level designs must comply with the following regulations:

1. Submit proper documentation, from a registered architect or engineer, to: [cts@gcsaa.org](mailto:cts@gcsaa.org).
2. Blueprints/drawings/plans must be submitted by Dec. 2, 2024, even if the Exhibitor has used and received approval for the same display at a previous Show.
3. Blueprints/drawings/plans must be scaled, sealed, signed, and dated by a registered architect or engineer.
4. Blueprints/drawings/plans must include the GCSAA Conference and Trade Show's name and a date.
5. Blueprints/drawings/plans must include the Exhibitor's name and assigned booth number.
6. Blueprints/drawings/plans must indicate maximum exhibit height within the booth.
7. Island and split island booths of more than four hundred (400) square feet are allowed to have multi-level display booths, but only with approval from Show Management.

Exhibitor's booth display\* shall conform to the following specifications:

1. Maximum height at the back wall, including all forms of lighting, signage and/or header shall be:
  - a. Linear (standard) booth = eight feet (8').
  - b. Perimeter wall booth = twelve feet (12').
  - c. Split island booth (of more than four hundred (400) square feet) = sixteen feet (16').
  - d. Island booth = no restrictions (for booth structure, not including hanging/rigged signs).

*\*If you have questions about your booth display type, please contact an account manager.*

2. For standard linear booths, any sidewall extending five feet (5') from the back wall of the display booth must not exceed eight feet (8') in height, and the remaining five feet (5') sidewall or divider extending out to the aisle between exhibit display booths must not exceed four feet (4') in height. No exhibit display booth shall be allowed to obstruct clear vision to other exhibit display booths in the same line or adjacent lines, unless it is an island display having four (4) sides.
3. For perimeter booths, any sidewall extending five feet (5') from the back wall of the display booth must not exceed twelve feet (12') in height, and the remaining five feet (5') sidewall or divider extending out to the aisle between exhibit display booths must not exceed four feet (4') in height. No exhibit display booth shall be allowed to obstruct clear vision to other exhibit display booths in the same line, unless it is an island exhibit display booth having four (4) sides.



4. Split Island exhibit display booths require a minimum of two (2) exhibit display booths back-to-back with an aisle on three (3) sides. The back wall must span the length of the side separating the two (2) exhibit display booths. Height restrictions are sixteen feet (16').
5. Pop-up tents are not allowed as part of an exhibit display booth.
6. Wing banners are allowed following the height limitations on exhibit display booth. Wing banners will be taken down should they be in violation of height restrictions.
7. Banners, decorative signs, etc., rigged from the ceiling are only allowed for island exhibit display booths of more than four hundred (400) square feet.

Hanging signs and graphics are only allowed in split island and island exhibit display booths four hundred (400) square feet or larger. The maximum height is twenty-five feet (25') from the top of the sign to the floor. Hanging signs and graphics should be set back ten feet (10') from adjacent exhibit display booths and be directly over assigned booth space only.

Signs that are supported from below (not hanging) must comply with all ordinary use-of-space requirements, with the highest point of any supported sign not exceeding the maximum allowable height for the booth type: split island exhibit display booths sixteen feet (16') and island exhibit display booths twenty-five feet (25').

It is the Exhibitor's responsibility to ensure proper and safe exhibit display booth construction. Drapes, signs, banners, acoustical materials, cotton, paper, hay, straw, moss, split bamboo, and plastic cloth shall be flame retardant or fabricated of inherently fireproof materials. A flame test may be performed (if deemed appropriate) by the local fire marshal and/or other such governmental agency.

All flowers and trees must be live plants. No flammable fluids or substances may be used or shown in exhibit display booths. All packing materials such as excelsior, cardboard cartons, etc. must be removed from the exhibit display booth prior to the opening of the Show. No packing material may be stored in, around, on, or behind any part of the exhibit display booth structure.

Operation of gasoline-powered vehicles/equipment will be permitted during move-in and move-out periods. However, all fueling of vehicles must be accomplished outside the exhibit hall. Gasoline-operated vehicles/equipment on display during the Show must have one (1) gallon or less of fuel in their tank(s). Fuel tank caps must be locked or taped, and battery cables must be disconnected and taped. Fuel is only to be dispensed or removed with approved safety equipment. No LP tanks, empty or filled, are authorized to be stored in the Convention Center. No gasoline or other fuel-operated motor may be demonstrated inside the exhibit hall of the Convention Center during the Show.

If the local city has a contrary fire code or the Convention Center rules and regulations dictates otherwise to the regulations listed above, then Exhibitor agrees to comply with any and all requirements regarding gasoline-operated vehicles/equipment, including, but not limited to fuel storage, displaying of gasoline-operated vehicles/equipment, and fueling/re-fueling.

Any event involving movement of a vehicle using fuel as a propellant or use of electrical systems to demonstrate moving parts is prohibited without written approval of the local fire marshal. Show Management

may also determine whether any events are objectionable, and the decision of Show Management is final. Written authorization by the Convention Center and the local fire marshal shall be required for the exhibit display booth and operation of any electrical, or mechanical devices which may be deemed hazardous by the fire prevention division and the use or storage of flammable liquids or compressed gases.

Hazardous chemicals and materials, including pesticides, fungicides, insecticides, caustics, corrosives, oxidizers, flammables, poisons, and toxins are prohibited inside the building. The above list is not all inclusive.

All electrical equipment must be U.L. (Underwriter Laboratories) approved. Installation of all such equipment is to be under supervision of the Convention Center building services.

Banners, decorative signs, etc., rigged from the ceiling must be approved a minimum of thirty (30) days prior to installation by the decorator. Rigged signs are only allowed for island exhibit display booths of four hundred (400) square feet or more. Method of installation, location, and material used are subject to approval by the Convention Center.

All fountains must be waterproof and shall be tested prior to installation.

All plumbing must be approved by Show Management and the Convention Center. Blueprints/drawings/plans for plumbing must be submitted to Show Management by Dec. 2, 2024.

No "stick-on" decals and similar promotional items may be distributed or applied in the building.

Show Management reserves the right to restrict, close, and remove any exhibit because of noise, method of operation, uncooperative personnel, and discord in advertising or for any other reason as determined by Show Management.

Show Management will have sole control over all admissions of persons.

Under NO circumstances will any child or minor under the age of sixteen (16) be allowed on the trade show or exhibit floor during the pre-determined setup/installation/move-in hours and days and will not be allowed on the trade show or exhibit floor during pre-determined tear-down/dismantle/move-out hours and days established by Show Management.

## **CARE OF BUILDINGS AND EQUIPMENT**

Exhibitors are solely responsible for any damage to the Convention Center. Nothing may be affixed to any wall, ceiling, or floor without express written permission from Show Management and the Convention Center. Any damage to the floor caused by leaking equipment will be the sole responsibility of the Exhibitor. Skids must be used on all pieces of heavy equipment that is not on wheels. Bolts, fasteners, or other projections on skids must be counter-sunk to avoid damage to the floor.

## **SECURITY SERVICE**

Show Management will provide security throughout the entirety of the event, beginning with the Show set-up days and through dismantling/tear-down days. However, Exhibitor will be responsible for its exhibit display booth and contents at all times. Show Management, the Convention Center, and Freeman shall not be

liable for any loss, damage, or displacement of an Exhibitor's property due to any cause.

## **EXHIBITOR HOSPITALITY SUITES/ACTIVITIES**

Exhibitors planning hospitality suites or outside activities of any kind, either prior to, during or subsequent to this Show, must provide Show Management with a written schedule of such activities. Exhibitor expressly agrees that such activities will not conflict with Show hours, or any official event scheduled for CTS. Failure to comply with this provision could result in cancellation and removal of an exhibit display booth without refund or liability to Show Management.

## **LIABILITY**

Exhibitor shall indemnify, defend, and hold harmless GCSAA, its directors, officers, agents, employees, and representatives 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 any aspect of this Agreement. The terms of this provision shall survive the entirety, termination, or expiration of this Agreement. Exhibitor agrees to make no claim against GCSAA, its members, any related companies, its agents or employees, or against the Convention Center, its agents or employees for any injury to any exhibitor, its employees, agents or property or for any loss by fire, water, theft, damage, delay, mechanical failure, labor trouble or any cause whatsoever while Exhibitors and their merchandise are in transit, or within the exhibit hall, nor for any damage to its business, for failure to provide exhibit booth display space in the exhibit hall, nor for any action of GCSAA, its members, or agents for failure to hold the Show as scheduled.

## **RULES AND REGULATIONS FOR EXHIBITOR APPOINTED CONTRACTORS (EAC)**

Exhibitor may designate their own contractor for the physical set-up and dismantling of their exhibit display booth, but all activities must be consistent with any local, State, and/or Federal labor laws. All other Show services, including advanced carpet installation, must be provided by Freeman unless otherwise approved by Show Management. Exhibitor must notify Show Management of its intention to use an Exhibitor Appointed Contractors (EAC) through the online form at: [https://form.jotform.com/gcsaaforms/EAC\\_Form](https://form.jotform.com/gcsaaforms/EAC_Form)

Or through the exhibitor service kit at:

<https://www.freemanco.com/store/forms-and-brochures?showID=521821>

Exhibitor's EAC must comply with the following rules and regulations:

1. EAC must have all licenses, permits and/or bonding's required by any local, State, and/or Federal laws and Convention Center management prior to commencing work, and shall provide Show Management with evidence of such compliance.
2. EAC is required to submit certificates of insurance for worker's compensation insurance, general liability insurance, and automobile liability insurance covering dates of occupancy, including move-in/out, naming GCSAA and the Convention Center as additional insured. Comprehensive general liability insurance must provide at least one million U.S. dollars (\$1,000,000) for combined single limits, bodily injury, and property damage liability coverage. Umbrella liability is acceptable to meet above minimum requirements.

Proof of insurance coverage must be submitted to Show Management by the date indicated on the EAC authorization form, which can found online at:

[https://form.jotform.com/gcsaaforms/EAC\\_Form](https://form.jotform.com/gcsaaforms/EAC_Form)

Or through the exhibitor service kit at:

<https://www.gcsaaconference.com/exhibitor/exhibitor-forms-service-kit>.

3. EAC agrees that it will indemnify and hold harmless GCSAA, the Convention Center, and Freeman from any action on account of injury or damage to persons or property caused by an act of omission, negligence, or misconduct on the part of the non-official contractor or any of its agents, servants, employees, or contractors.
4. EAC shall be given the right to provide services requested of them by an Exhibitor in the setup and dismantling of exhibits on the Show floor, and they shall have the right to utilize qualified employees who shall be listed by name in advance. Only those employees on the list submitted to Show Management will be permitted access to the exhibit hall floor.
5. These EAC services shall not conflict with existing labor regulations or contracts, and in fulfilling their obligations, the EAC shall adhere to any and all regulations set up by the Convention Center and Show Management regarding entrance.
6. EAC will provide adequate notice to Show Management of the Exhibitors who have retained their services, and the services to be performed for each.
7. EAC may NOT solicit business on the Show floor. All EAC personnel, including all laborers employed by EAC, must confine all activities to the exhibit display booth(s) of their client(s) and may not enter the exhibit display booth area of a non-client for any purpose.
8. Notice from the independent contractors shall be considered sufficient evidence of the relationship between them and their client. Exhibitor must verify authorization for installation and dismantling by filling out the EAC authorization and badge form by the date indicated on the EAC authorization form, which can found online at:  
[https://form.jotform.com/gcsaaforms/EAC\\_Form](https://form.jotform.com/gcsaaforms/EAC_Form)  
or through the exhibitor service kit at:  
<https://www.gcsaaconference.com/exhibitor/exhibitor-forms-service-kit>.
9. Wristbands (or any other type of badging option selected by Show Management) will identify EAC personnel for set-up and dismantling and will be distributed by Show Management. These wristbands (or any other badging option) must be worn by EAC personnel at all times while operating on the exhibit floor.

## **INSURANCE**

Exhibitor is required to provide Show Management with a valid certificate of commercial general liability insurance by the date indicated on the CTS website and also listed in the exhibitor service kit, which can be found online at:

<https://www.gcsaaconference.com/exhibitor/exhibitor-forms-service-kit>.

The certificate of insurance must be issued from an insurance company in good standing, with minimum policy limits of one million U.S. dollars (\$1,000,000) per occurrence and two million U.S. dollars (\$2,000,000) aggregate, insuring against all claims, suits and demands for personal injury or property damage occurring in or on the Exhibitor's display booth or caused by any act or omission of the Exhibitor, its agents, servants, or employees. GCSAA and the Convention Center shall be named as additional insureds. The certificate of insurance must be effective during the entirety of the dates of the Show, including the move-in and move-out periods surrounding the Show. If Show Management does not receive the required certificate of insurance by the required date, Show Management will procure an insurance policy on Exhibitor's behalf, which must then be paid to GCSAA prior to move-in or the Exhibitor effectively cancels their exhibit booth display space and Show Management will retain or collect 100% of the total exhibit booth display space cost.

### **FAILURE TO COMPLY**

Show Management reserves the right without notice and with no liability whatsoever for damage or loss, for inconvenience, or business interference, to close down, dismantle, dispose of, store or clear away from the premises, or to order such work to be done at the expense of the Exhibitor, any exhibit booth display material, goods, property, or merchandise of any exhibitor who fails to comply with any portion of this Agreement set forth herein. Should any Exhibitor fail to dismantle its display and/or remove its products and/or services within the terms of this Agreement, Show Management may authorize Freeman to remove the exhibit display booth products and/or services, at Exhibitor's expense, without liability on the part of Show Management, the Convention Center, or Freeman.

### **INTENDED PURPOSE**

GCSAA is granted exempt status by the Internal Revenue Service (IRS) due to the nature of its business activities. In order that the CTS may be conducted within the rules and regulations stipulated by the IRS, it is imperative that Exhibitor understands and agrees to the following:

1. The main purpose of the Show is for the promotion and stimulation of interest in, and demand for, the golf course and facility management industry's products and services in general and is conducted in a manner reasonably calculated to achieve that purpose.
2. The Show is presented as a service to the golf course and facility management industry and for the information and education of members and visitors through contact with Exhibit personnel and products.
3. The Show is limited to those persons, firms, and corporations that have applied and paid for exhibit booth display space on the trade show floor. No other persons, firms, or corporations will be permitted to demonstrate products, solicit orders, or distribute advertising matter anywhere within the Convention Center property for any reason. Any exhibitor or person violating this rule will be promptly removed from the Convention Center.

### **FORCE MAJEURE**

If either Party is prevented from or hampered or interrupted or interfered with in any manner whatsoever in fully performing its duties and obligations hereunder, by reason of any present or future statute, law, ordinance, regulation, order, judgment or decree, where legislative, executive or judicial (whether or not later repealed or determined to be invalid), act of God, earthquake, flood, fire, explosion, accident, epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as

virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness), shortage of adequate medical supplies and equipment, casualty, lockout, boycott, strike, labor controversy (including but not limited to threat of lockout, boycott, or strike), riot, civil disturbance, war, terrorist attack, hostilities or armed conflict (whether or not an official declaration of war exists), invasion, occupation, intervention of military forces, emergency state (including national or regional emergency), acts of public enemy, embargo, blockage, delay of common carrier, inability without fault on such Party's part to obtain sufficient material, labor, transportation, power or other essential commodity required in the conduct of its business through no fault of its own; or by reason of any other cause or causes of a similar nature (all of the foregoing being herein referred to as an "event of force majeure"), then such Party's obligations hereunder shall be suspended during such period of time as such events exist and such nonperformance shall not be deemed to be a breach of this Agreement.

## **INDEPENDENT CONTRACTORS**

This Agreement shall not constitute the Exhibitor as an agent or employee of GCSAA. The Exhibitor shall not have any right to bind the GCSAA or to transact any business or make any promises or representations on behalf of the GCSAA, except as here in expressly provided. Neither this Agreement nor the relations between the Parties shall constitute a partnership or a joint venture between the GCSAA and Exhibitor.

## **NOTICES & COMMUNICATIONS**

Any notices and/or other communications required to be given as part of this Agreement shall be in writing. Any notices and/or other communications required to be sent pursuant to this Agreement may be sent either by mail, overnight delivery, courier, or via electronic mail. Any notices and/or other communications are effective upon receipt by the receiving party.

## **SURVIVAL OF TERMS & CONDITIONS**

If any one or more of the provisions of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the terms of this Agreement, all such provisions shall be fully severable. This Agreement shall be construed and enforced as if such, that the Agreement shall remain in full force and effect and shall not be affected, terminated, cancelled, or otherwise impacted by any illegal, invalid, or unenforceable provisions or by their severance from this Agreement. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Failure of either party to insist upon the strict and prompt performance of any of the provisions of this Agreement upon the other party here in imposed shall not constitute or be construed as a waiver or relinquishment of such party's right to enforce any of the provisions of this Agreement, but such right shall continue in full force and effect.

## **DATA PRIVACY**

GCSAA respects the data privacy of its members, customers, exhibitors, and attendees. Exhibitor agrees to, at a minimum, adopt and follow the Privacy Policy of GCSAA, which can be found online at: <https://www.gcsaa.org/privacy-statement>. Any data that is collected as part of an Exhibitor's activities (lead

gathering, etc.) while attending the Show should be maintained with the highest level of privacy and sensitivity in accordance with this Privacy Policy.

## **ARBITRATION**

All disputes, claims, and questions that the Parties cannot resolve through good faith discussion and negotiation shall be addressed through mediation. In the event the Parties are unable to solve their disputes, claims, or questions after sixty (60) days following mediation, any Party may institute arbitration proceedings. Either Party may make a demand for arbitration by filing a request upon the Party after reasonable effort to resolve such disputes, including mediation, have been exhausted. The location for arbitration shall be held in State court in Lawrence, Kansas or Federal court in Kansas City, Kansas. The arbitration shall be conducted in accordance with Rules of Commercial Arbitration of the American Arbitration Association (AAA), and the arbitration decision concerning the dispute shall be binding upon the Parties; any arbitration award may be filed in any court having jurisdiction. The Parties shall be responsible for their own costs and expenses; however, the Parties shall share equally the cost of any mediator or arbitrator.

## **ENTIRE AGREEMENT, GOVERNING LAW, AND DESCRIPTIVE HEADINGS**

This Agreement constitutes the entire Agreement and for all purposes shall be deemed to have been executed under and subject to and constructed in accordance with the laws of the State of Kansas. This Agreement may not be altered, modified, or amended absent a written document executed and agreed to by both GCSAA and the Exhibitor.

The descriptive headings used in various sections of this Agreement have been inserted for convenience and reference only, and do not constitute any part of this Agreement and shall not be utilized in interpreting any part of this Agreement. This Agreement and any amendments hereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one binding Agreement. Counterparts executed and received by facsimile transmission or electronic mail with electronic signature shall have the same force and effect as a handwritten signature and shall be deemed valid and binding.

GCSAA reserves the right to make any necessary and reasonable changes to this Agreement to ensure compliance with any local, State, and/or Federal laws and to protect the health and safety of those in attendance, including the Exhibitor and other exhibitors, significance of the Show, and harmony of operations at the Show. The terms of this provision shall survive the entirety, termination, or expiration of this Agreement.