

M K M Event Management Incorporated (MKM) 2023 NCAA Convention Trade Show Terms and Conditions

Location of Exhibit Space: The 2023 NCAA Convention Trade Show will be held at the Henry B. Gonzalez Convention Center in San Antonio, TX. All measurements and exhibit space layouts shown on the floor plan are as accurate as possible, but MKM reserves the right to make such modifications and changes to exhibit space assignments and to the location of the exhibit space as may be necessary, and to adjust the floor plan at any time to meet the needs of MKM, exhibitors and exhibits. MKM reserves the option, in the event of any emergency or other circumstances beyond its reasonable control, to substitute comparable exhibit space.

Notice of Unofficial Events: Organizations planning on sponsoring hospitality events during the 2023 NCAA Convention Trade Show must contact M K M Event Management Incorporated with the notice of this intent within thirty days of being accepted as an exhibitor or sponsor. Hospitality events are restricted to registered exhibiting organizations only. Hospitality events are approved by MKM Event Management Incorporated..

Exhibitor Service Manual: MKM will furnish an Exhibitor Service Manual prior to the exhibition which will include specifications for drayage, labor requirements, labor rates, electricity, internet, carpeting, furniture, food and beverage service, etc.

Exhibitor/Attendee Safety:

MKM and the NCAA will work with the Henry B. Gonzalez Convention Center to ensure appropriate safety guidelines are in place to provide a safe and clean venue for all attendees.

Exhibit Space Equipment and Service Information: The Exhibitor agrees to be bound by the rules and regulations as may be established from time to time by MKM or as set forth in the Exhibitor Services Manual, or otherwise, and to abide by all applicable rules as set forth in the contracts of labor unions whose jurisdiction apply at the Exhibition. MKM will furnish the Exhibitor with the name of an exhibit service contractor prepared to furnish all services customarily required within a reasonable time prior to the commencement of the Exhibition. MKM assumes no responsibility or liability for any services performed or materials delivered by such contractor. Complete shipping instructions and information regarding furniture rental, electrical work, internet access, labor for erecting and dismantling exhibits, drapery, etc. is contained in the Exhibitor Service Manual. A service desk will be maintained in the exhibit hall.

Installation and Removal Time: The specific times for installation and dismantling of exhibits shall be set forth in the Exhibitor Service Manual, subject to change at the discretion of MKM.

Exhibit Dates: The 2023 NCAA Convention Trade Show Exhibit Hall will be open January 11-12, 2023 at the Henry B. Gonzalez Convention Center. MKM reserves the right to change exhibit hours and/or to change the number of days or dates of the Exhibition as it deems necessary.

Cancellation: All payments to M K M Event Management Incorporated are deemed fully earned, non-refundable or transferable upon execution and approval of the application/ booth space contract. Fees paid in full or deposits will NOT be refunded to exhibitor, should exhibitor elect to cancel booth or not exhibit, or if the event is canceled for reasons beyond the control of MKM. Fees paid will be retained by MKM, Inc. as liquidated damages.

Use of Exhibit: The Exhibitor shall provide staff for operation of its exhibit during all exhibit hours. The Exhibitor shall not assign, sublet or share the exhibit space without the express written consent of MKM. The exhibit booth will not be dismantled prior to the official posted close of the show.

Exhibit Safety: The Exhibitor hereby represents and warrants to the sponsor that the Exhibitor has taken steps reasonably necessary to ensure that sound engineering and structural integrity of its exhibit design and the proper construction and safety of the exhibit itself, as erected, including obtaining the certification of a registered structural engineer if reasonably available. The Exhibitor accepts sole responsibility for any personal injury or property damage that may result directly or indirectly from the collapse of its exhibit or any portion thereof or the existence of any other unsafe condition at its exhibit. The Exhibitor hereby agrees to indemnify and hold harmless MKM, the owner and manager of the exhibition facility, National Collegiate Athletic Association (“NCAA”) and others lawfully on the exhibit floor, from and against any claim, loss, liability or damage suffered as a result of the Exhibitor's installation, use, construction or maintenance of an unsafe exhibit, and the Exhibitor further represents and warrants that it has obtained adequate insurance to cover its potential liability hereunder. The Exhibitor will furnish MKM with the engineering certificate and/or insurance certificates evidencing the coverage described herein upon request prior to or during the Tradeshow.

Insurance: Each Exhibitor agrees to obtain and keep in affect during the 2023 NCAA Convention Trade Show a commercial general liability insurance policy with a combined single limit for personal injury and property damage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Exhibitors will provide certificate(s) of insurance confirming such coverage to MKM and naming MKM Event Management Incorporated, Henry B. Gonzalez Convention Center and NCAA as additional insured on such policy prior to the Event.

Care of Building and Equipment: Neither the Exhibitor nor its representative or agents, shall injure or deface the walls or floors of the building, the exhibit spaces, or the equipment in the exhibit spaces, All materials used by the Exhibitor shall also comply with all reasonable requests of officials of the exhibit hall and comply in all respects with all applicable laws, rules and regulations respecting fire safety and electrical equipment. Combustible materials or explosives are not permitted in the exhibit hall. The Exhibitor shall also comply with all reasonable requests of officials of the exhibit hall and MKM with respect to the installation, conduct and disassembly of its exhibit.

Limitation of Sponsor's Liability: Neither MKM, NCAA, nor any of its affiliates, members agents or representatives shall have any liability whatsoever to the Exhibitor for any loss, expense or damage to the Exhibitor, its guests, invitees, or any of their property, relating to or arising out of the acts of any participant, visitor or other invitee of MKM or NCAA, other than

for MKM's or NCAA's failure to perform its obligations hereunder. Under no circumstances shall MKM or NCAA have any liability for lost profits or other special, incidental, or consequential damages and MKM's and NCAA's total liability hereunder shall in no case exceed the amount of the total rent actually received by MKM from the Exhibitor. MKM and NCAA make no representations or warranties with respect to the nature or volume of Exhibitors or Attendees. MKM and NCAA shall have no liability for any failure to perform its obligations hereunder where such failure to perform was due to any riot, strike, civil disorder, terrorism, act of war, act of God, or any other cause of any kind whatsoever not within the MKM's or NCAA's reasonable control.

Indemnity: The Exhibitor hereby agrees to indemnify and hold harmless MKM, NCAA, its affiliates, members, and any of their officers directors, employees or agents from and against any and all loss, expense actions, claims, and damages, including, without limitation, reasonable attorney's fees, arising out of or caused by the Exhibitor's installation, construction, removal or maintenance of its exhibit, the Exhibitor's occupancy of use of the Exhibition premises or any part thereof or as otherwise caused by the Exhibitor, its agents, representatives, invitees or guests.