AOC 2025 Terms & Conditions/Rules & Regulations

Exhibitor will abide by other provisions of the said Rules and Regulations, and with the fire regulations, local union jurisdictions, as well as all other regulations of governmental agencies as well as the Official General Contractor and the Gaylord National Resort and Convention Center (Gaylord). In the event of any conflicts or inconsistencies between the provisions of this Exhibitor's Contract and the terms of the Gaylord, the terms of the Gaylord and/or applicable law shall take precedence and govern.

The Rules and Regulations, with later amendments, if any, that may be issued, are intended to be in the best interest of exhibitors and the EW/EMSO industry and are a part of the contract with each Exhibitor. Association of Old Crows (AOC) respectfully requests the full cooperation of Exhibitors in observance of these rules. Any points not covered are subject to a final decision by AOC.

OFFICIAL GENERAL CONTRACTOR AND EXHIBITOR SERVICES KIT

Audie Expo is the official general contractor for AOC. Audie Expo will provide an Exhibitor Service Kit to all Exhibitors, including information on show services, labor rates, drayage/freight handling rates, and furniture rentals approximately 90 days prior to Exhibitor setup.

USE OF BOOTHS

Exhibits shall be of a nature which promotes the common business interests of our industry, including products or services which are used by members of our industry for business purposes, or which are otherwise directly related to those interests. The judgment of AOC Show Management as to whether an Exhibitor or an exhibit satisfies this requirement, and in other respects hereinafter referred to, shall be final.

All exhibits, demonstrations, and other activities by an Exhibitor shall be confined to its exhibit booth(s). No suitcasing is permitted. Any Exhibitor materials found to be outside of the booth space will be moved and/or discarded by AOC Show Management without notice.

No Exhibitor shall assign, sublet, or share the whole or any part of the booth space allotted. Only one company name shall be listed per booth. Exhibitors who have subsidiary ownership of a company operating under a different name have the option to purchase a co-exhibitor listing. This listing will allow for the subsidiary company name to be listed on the floorplan and be searchable by name only.

Any exhibit, device, material, or activity, including sounds, fumes, or odors, which, in the judgment of AOC Show Management, is unethical, in bad taste, annoying or otherwise offensive to Exhibitors, the Event or the industry, is prohibited. Compressed Gas Cylinders, open flames and helium balloons are specifically forbidden.

CORPORATE PARTNER STATUS

To qualify for the Partner Rate, your company must maintain Partner status both at the time of contracting the exhibit/sponsorship and when the event takes place. Companies that do not renew their Partner status will be charged the Non-Partner Rate and must pay the adjusted amount before the event start date.

CREDIT CARD PAYMENTS

Exhibitors and sponsors choosing to pay by credit card are required to cover associated credit card processing fees. A 3% fee will be added to the total invoice amount at the time of payment if choosing to pay by credit card.

SPACE ASSIGNMENTS

On-site booth sales will be done in the following manner with priority given to AOC Symposium & Convention sponsors in descending order. Each sponsor level will have time set aside to select next year's booth location on a first come, first served basis during their time slot. Island booth holders will then have the opportunity to select their space. Open booth sales for all exhibitors who are not sponsors or island booth holders will be on a first come, first served basis after sponsors and island booths have had an opportunity to review the floor plan and select their location. The schedule will be published prior to arrival for all exhibitors of record.

AOC Show Management reserves the right to shift space assignment after the contract has been signed if we find it necessary to do so. AOC retains the right to place AOC areas adjacent to, in the aisles, or behind exhibitor's booths in the exhibition hall. AOC items include but are not limited to food and beverage areas, promotional and literature displays, education stages, membership areas, and video monitors.

PAYMENTS

For Exhibitors – A 50% non-refundable deposit is required with the completed contract in order to reserve exhibit space. 100% of the booth cost is required by September 12, 2025. All exhibit space contracted after September 12, 2025, must pay for the booth in full at time of contracting. Failure to pay the deposit and/or balance of the assigned space by the payment deadlines will result in forfeiture of the space and AOC will have the right to cancel the contract and assess a cancellation fee per the Exhibit Cancellations & Refund terms. No Exhibitor will be permitted to set-up their booth at the event without being paid in full.

For Sponsors – 100% of the sponsor fee is due with the completed contract in order to reserve the sponsorship. Failure to pay the balance of the sponsorship by the payment deadline will result in forfeiture of the sponsorship and AOC will have the right to cancel the contract and assess a cancellation fee per the Sponsorship Cancellations & Refund terms. If sponsorship includes graphic components, a late fee of 25% of the sponsorship fee will be billed to the Sponsor if final graphics are not submitted and approved by November 1, 2025.

EXHIBIT CANCELLATIONS & REFUNDS

Cancellation by Exhibitor

In the event of cancellation by an exhibitor, AOC shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation, according to the following cancellation fee schedule:

- Contract date through September 12, 2025, 50% of total booth rental space fee.
- After September 12, 2025, 100% of total booth rental space fee.

AOC must receive written notification of the cancellation by electronic, registered or certified mail. The date the cancellation notice is received by AOC will determine above cancellation fees. In the event of either a full or partial cancellation of space by an exhibitor, AOC reserves the right to reassign canceled booth space, regardless of the cancellation fee. Subsequent reassignment of canceled space does not relieve the canceling exhibitor of the obligation to pay the cancellation fee. Appropriate payment must be received within 15 days of cancellation.

SPONSORSHIP CANCELLATIONS & REFUNDS

Cancellation by Sponsor

In the event of cancellation by a sponsor, AOC shall determine an assessment covering prior services performed, materials produced in support of the sponsorship and other damages related to cancellation, according to the following cancellation fee schedule: Host/Title Sponsorship

100% of total sponsorship fee.

All Other Sponsorships

- Contract date through May 31, 2025, 50% of total sponsorship fee.
- After May 31, 2025, 100% of total sponsorship fee.

AOC must receive written notification of the sponsorship cancellation by electronic, registered or certified mail. The date the cancellation notice is received by AOC will determine above cancellation fees. Subsequent reassignment of canceled sponsorship does not relieve the canceling sponsor of the obligation to pay the cancellation fee. Appropriate payment must be received within 15 days of cancellation.

SHIPPING AND MATERIAL HANDLING

All shipments should be shipped in the Exhibitor's Name, to address specified in AOC Exhibitor Service Kit and identified for AOC Symposium & Convention. Please include your booth number(s). Shipments must be prepaid. Collect shipments will not be accepted. Shipments should be scheduled to arrive according to the directions in the exhibitor kit. If you have any questions or problems, contact Audie Expo.

Audie Expo will maintain a service desk in the Exhibit Area during installation of the show, during the show and during the move-out for convenience of Exhibitors.

Registered Exhibitors, who are full-time employees of the exhibiting company, may handcarry their own materials into the exhibit facility, if the material can be handled by one person, in one trip, without the use of any wheeled instruments. The use or rental of dollies, flat trucks, and other mechanical equipment, however, is not permitted. Audie Expo will control access to the loading docks to provide a safe and orderly move-in/out. Unloading or reloading at the dock of any and all contracted carriers will be handled by Audie Expo.

The Gaylord will not accept or store exhibit materials or empty crates other than by arrangement with the official general contractor, Audie Expo. The Exhibitor will make its own arrangements for delivery and receipt of shipments and storage of crates, which may be made with Audie Expo, at its own expense and responsibility.

INSTALLATION & SHOWING OF EXHIBITS

The Exhibit Area will be available for setting up exhibits at 8:00 AM on Monday, December 8, 2025. Exhibits must be ready at 5:00 PM on Monday, December 8, 2025 for inspection by AOC Show Management. Exhibits once installed, must not be disturbed, dismantled, or removed before 2:00 PM on Thursday, December 11, 2025, and must be completely removed from Exhibit Area by 7:00 PM, Thursday, December 11, 2025.

Early setup on Sunday, December 7, 2025, is available by request only to those exhibiting booths larger than 10'x20' with extensive setup. All dates and times are subject to change but will be communicated to all exhibitors.

BOOTHS

Booths have 10' width and 10' depth. Dimensions are believed, but not warranted to be accurate. With each booth, without additional charge, AOC will provide (through the official general contractor) a 10' x 10' booth with drapery background 8' high and 3' high side rails with aluminum framework, and one 7" x 44" sign with company name, and booth number(s) as specified in Application for Booth space. All other furnishings, equipment, facilities, etc.,

will be provided by an Exhibitor at its own expense and responsibility. They may, at Exhibitor's discretion, be obtained through the official general contractor.

All Exhibitors shall arrange displays using only the booth area contracted for, and in such a manner which recognizes the rights of other Exhibitors and conforms to the overall pattern developed.

Please note: all booth spaces must have floor coverings such as carpet. Exhibitors may provide their own floor coverings or rent some from the official general contractor, Audie Expo. If a booth is set up without carpet or an acceptable floor covering, AOC will instruct the official general contractor to install carpet at the Exhibitor's expense.

Masking drape must be either ordered or provided by the exhibitor to cover any unsightly areas behind the booth structures. Masking drape can be ordered from the Audie Expo on-site service desk. Prior to show opening, AOC Show Management will do a walk through and if, in their sole discretion, find areas that need to be draped will order Audie Expo to provide said drape and cost will be charged to Exhibitor's invoice. In order to control costs, AOC has negotiated with Audie Expo a flat fee of \$50 per 3' wide x 8' high drape.

Covered or multi-level booths over 300 sq. ft. are required to have an automatic extinguishing system or required fire watch personnel. A battery-operated smoke detector will be required for each covered booth, structure, or tent regardless of square footage. Exhibitors will be required to provide engineering stamped documents for all Multi-story Exhibits and towers. Structure approval is based on the city and hotel fire marshal approval. Exhibitor will pay all fees required for these submissions.

HEIGHTS

Standard Inline Booths: Definition - One or more 10' booths in a

straight line. Display materials in an Exhibitor's inline booth may be used to a

height no greater than 8' in the rear one-half of the booth and no higher than 4' in the forward one-half. The AOC Exhibit Operations Manager will consider approving exceptions to the 8' height for some special piece of display unit. Requests for exceptions must be submitted to AOC Show Management by October 31, 2025. Company name, sign, insignia, etc. shall not exceed the back wall height of 8'.

Perimeter Booths: Definition – Booths that are located on the outer perimeter of the floor plan. Inline booth restrictions will apply to perimeter booths with the exception of a 10' 6" back wall. Company name, sign, insignia, etc. shall not exceed the back wall height of 10' 6".

Island Booths: D cubic content o however, the ma guidelines in the order to not blo three inches (8' booth's horizont is required abov This maximum

Island Booths: Definition – Booths that have aisles on all four sides. For island booths the cubic content of the booth can be utilized to an unlimited height where space permits, however, the maximum allowable booth height in the Gaylord is 20'. AOC adheres to the guidelines in the IAEE, in particular, island booths are required to be 75% open area in order to not block other exhibitor booths. Booth components and signs above eight feet, three inches (8'3") in height from the floor, may not exceed 75 percent (75%) of the booth's horizontal dimensions along each aisle (a minimum of 25% horizontal open space is required above 8' 3" from the floor to the maximum booth height of 20' from the floor). This maximum use of space maintains "transparency" or the openness of sight lines around and through the design so that the surrounding area can be viewed through the booth and neighboring booths are not inappropriately obstructed. The determination of compliance with the transparency requirement is at the sole discretion of AOC Show Management.

Island spaces utilizing a hanging booth sign must ship to Audie Expo for installation prior to exhibitor set up as outlined in the hanging sign order form. To maintain continuity and the overall appearance of the tradeshow floor, all hanging signs over island booths will be hung with the top of the sign at 20' from the exhibit hall floor. All signs will be centered above contracted island booth space.

Island booth space design must be submitted to the AOC Exhibit Operations Manager by October 31, 2025, for review and approval.

MACHINES/EQUIPMENT

The maximum limitation will not apply to booths displaying standard equipment which is an item for sale or which, due to size, must have a greater height. Name signs on this type of equipment must be kept within the height limitation outlined for displays.

All Exhibitors whose equipment is an item for sale (an item for sale is a floor display that is sold to a customer as it is on display in the Exhibit Area) or which, due to size, must have a greater height must submit a floor plan for the approval by AOC Exhibit Operations Manager by October 31, 2025.

USE OF EQUIPMENT

Unless otherwise authorized in writing by AOC, equipment not manufactured or distributed by an Exhibitor may only be placed in a booth if the equipment is integral to the presentation of the product being promoted by the Exhibitor and is not being specifically promoted on its own. Such promotion includes but is not limited to the presence of sales representatives, technical materials, or any promotional literature whatsoever for said equipment. No equipment can be removed during the Event without written permission from the AOC Exhibit Operations Manager.

DRONES/UNMANNED AERIAL VEHICLES

Drones/Unmanned Aerial Vehicles (UAVs) are not permitted to be flown or operated in any way. Static displays are allowed.

ELECTRICAL

The Gaylord is the exclusive provider of all electrical services. Order form to be included in the Exhibitor Service Kit.

UTILITIES

The Gaylord is the exclusive provider of all compressed air, water, drainage, telephone, internet and gas connections. Order form to be included in the Exhibitor Service Kit.

As to fireproofing, Exhibitors shall be sure that any materials used in booth decorations, etc. are fireproofed before installation and have onsite certification of fireproofing. They must be treated so that they will not flame when tested. The Fire Department may actually test all materials, certificates will not necessarily be honored.

SECURITY

AOC Show Management will provide one or more security guards to be on duty in the exhibit area during the prescribed time from installation to removal of exhibits. AOC Show Management will not be responsible for the security of exhibits, presentation materials, or other personal property of the Exhibitors. All property of the Exhibitor is understood to remain under its custody and control in transit to, within, and in transit from the confines of the Gaylord. Insurance covering theft of supplies and/or equipment or damage to same, will be the responsibility of the Exhibitor.

REGISTRATION AND HOUSING

AOC registration and housing will open approximately 4 months prior to event dates. AOC has negotiated special, discounted rates with the Gaylord. Booking through the AOC block provides a discounted room rate which includes the resort fee, discounted selfparking, and other benefits exclusive to AOC attendees. Booking in the block will also help AOC meet our commitments to the Gaylord, which keeps costs down for everyone. To book within the AOC block and avoid fraudulent "convention service" companies soliciting hotel reservations, attendees must reserve rooms directly through the AOC registration and hotel portal.

ADMISSIONS

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

Four gratis booth personnel badges per 10' booth will be given with each booth rented. Additional booth personnel badges may be purchased for \$100 each. All persons visiting the exhibit area are required to display proper event credentials at all times. Attendees may be asked, at any time, for proof of identification to compare it to their registration credentials.

Exhibitors and their employees and agents will be admitted to the Exhibit Area prior to the opening of the Event upon displaying authorized badges. No admission will be allowed starting Monday, December 8, 2025, without registration badges. No children under 18 are allowed in the exhibit hall at any time.

By attending this event, participant agrees to voluntarily assume all risk related to exposure to COVID or other unknown variants and agrees to not hold Association of Old Crows or any of their affiliates including partners and sponsors, directors, officers, employees, agents, contractors, volunteers, or sponsored venues liable for including without limitation, personal injury, illness, or otherwise. Participant shall take necessary precautions while at the event. Participant shall agree to not attend any AOC event if he/she feels ill or has had recent exposure to a COVID or other unknown variant at the time of the event.



PHOTOGRAPHY/VIDEOGRAPHY

AOC reserves the right to use any photograph/video taken at the AOC Event, without the expressed written permissions of those included within the photograph/video. AOC may use the photograph/video in publications or other media material produced, used, or contracted by AOC including but not limited to brochures, newspapers, magazines, websites, etc.

Exhibitors are allowed limited use of cameras in their own booth area. Due to the sensitive nature of new products and unique booth displays at the show, professional photography and/or video recordings for commercial purposes of any booth by any attendee/exhibitor personnel is prohibited. Photography, video production, and/or graphic reproduction of other exhibitors' booths and products displayed therein are prohibited unless authorization is obtained from the exhibitor. Commercial use of photographs of attendees by exhibitors is prohibited unless the attendee gives written consent.

COPYRIGHTS AND TRADEMARKS

It shall be the Exhibitor's sole responsibility to obtain permission and any necessary licenses to use any copyrighted materials in its booth, particularly music. The Exhibitor hereby agrees to indemnify and defend AOC against any claims or damages whatsoever for copyright or trademark infringements. Use of AOC Logo or Event Logo by exhibitors must first be approved by AOC.

LIABILITIES

The Exhibitor agrees that AOC, and their officers, directors, committees, agents and employees: (a) will not be responsible for any damage to or for the loss or destruction of the Exhibitor's property, or injuries to the Exhibitor, his representatives, agents or employees, all claims for such loss, damage, destruction, or injury being expressly waived by the Exhibitor; (b) will be indemnified and held harmless by the Exhibitor for any claims of injury to any of the Exhibitor's representatives, agents, or employees and for any claims by other persons for injury, loss or damages caused in whole or in part by the Exhibitor or its representatives, agents, or employees. The exhibitor should place its own insurance to cover all contingencies.

AOC, and their officers, directors, committees, agents, and employees, will not be liable for failure to hold the Event as scheduled. Payments for booth space will be returned in that event except that any actual expenses incurred in connection with the Event will be deducted if the Event is called off before the time specified in the AOC Rules and Regulations, because of acts of God, hazardous weather conditions (actual or forecasted), war (declared or undeclared), specific threat of war, government regulation (including governmental advisories, quarantines and/or curfews) or travel advisory, disasters, fire, earthquakes, accidents or other casualty, labor dispute, picketing, work stoppages, strikes or specific threat of strikes or picketing by Venue employees, actual or threatened secondary strikes by other unions that would have a material effect on the Event, an event or occurrence creating a significant risk to the anticipated attendees' health or safety, civil disorder, terrorist acts and/or specific threats of terrorism occurring after execution of this Agreement (as determined by a change in the threat level by the U.S. Office of Homeland Security, or as determined by the Overseas Security Advisory Council if foreign attendees are affected, the U.S. State Department and/or other valid sources or indicators on a case by case basis), acts of domestic or foreign enemies, a cancellation or restriction in commercial air transportation preventing some or all of the anticipated attendees from attending or arriving for the Event within 24 hours of their scheduled arrival times, nuclear or biological hazard, outbreak of disease in the city or region where the Event is to be held or in one or more cities from where anticipated attendees would be traveling, as reported by the World Health Organization or Center for Disease Control, or a similar supervening cause (including a frustration of purpose) beyond the control of either party which make it illegal, impossible, or commercially impracticable, or which materially affects AOC's ability to hold the Event.

FAILURE TO HOLD EVENT

Should any contingency prevent the holding of the Event, AOC will retain only such part of Exhibitor's rentals and Sponsor fees as required for expenses incurred up to the time such contingency shall have occurred. The Exhibitor and Sponsor waives all claims for damages or recovery of payments made, if, for any reason, the Event shall be cancelled or deferred any time during the period of September 12, 2025, to December 11, 2025.

