



Exposition Agreement

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1. Management & Exhibition Objectives Independent Community Bankers of America (hereinafter also referred to as "ICBA") shall mean it and its officers, agents or employees active for it, in the management of Expo. The principal purpose of Expo is to offer community bankers the opportunity to examine the latest products and services available for their financial institution. No exhibitor shall engage in any activity inconsistent with this principal purpose. The exhibitor shall comply with all instructions of Gaylord Opryland Resort and Convention Center (GORCC) management concerning all aspects of the use of exhibit space. ICBA reserves the right to refuse space to any applicant for exhibition space, or to restrict the use of any materials, that, in the sole discretion of ICBA, are unlikely to contribute to the overall objective(s) stated above.

2. Assigning Booths Booth locations are assigned on a first-come, first-served basis. ICBA shall consider Exhibitor preferences and use its best efforts to locate booths in one of the locations requested and to provide physical separation from the booths of those competitors from whom Exhibitor has requested such separation. ICBA reserves the right to change location assignments at any time, as it may in its sole discretion deem necessary. Reserving booth space on both sides of the pedestrian aisle does not include the aisle.

3. Exposition Schedule—Dates and times are subject to change

Monday, March 10 8 a.m.–5 p.m. Registration Booth Install	Tuesday, March 11 2:30–6 p.m. Expo Open	4:30–6 p.m. Welcome Reception	Wednesday, March 12 8:45–10 a.m. Breakfast with Exhibitors	12:15–3:15 p.m. Includes Lunch in Expo	3:15–8 p.m. Exhibit Tear Down
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4. Installation and Removal Exhibits must be installed and fully operational by Tuesday, March 11th at 10 a.m. After the Exposition opens, no installation work will be permitted without consent of ICBA. All exhibits shall be operational throughout the closing hour of the Exposition. (Exhibitors who dismantle their booths before the Exposition closes will lose preferred booth selection status). Thereafter, packing and removal shall be done as quickly as possible. Exhibitors shall not deface or harm the property in which the exhibits are housed. Nothing shall be tacked, nailed or screwed to walls, floors, columns or other parts of the convention center without the permission of ICBA and GORCC.

5. Storage Exhibitor shall be responsible for hauling all crates, boxes and packing materials and storing them away from the exhibit hall for the duration of the Exposition. Exhibitor shall be responsible for ensuring that all packing materials are kept in crates or boxes. Any materials not stored in this manner shall be considered refuse and discarded.

6. Handling Exhibitor shall make its own arrangements for shipment, delivery, receipt and storage of all materials and empty crates. ICBA and the owners or managers of the facility where the Exposition is to be held will not accept or store display materials or empty crates. All shipments and deliveries to the Exposition shall be prepaid.

7. Use and Care of Exhibit Space No part of the exhibit may be more than ten feet in height, the sides and the front of the exhibit may be no more than four feet in height. No part of an exhibit shall obstruct the view of adjacent booths. Exhibits shall not be unduly noisy, glaring, or otherwise objectionable. Audio-visual and other sound effects will be permitted only where and when they do not interfere with activities in adjacent booths. Business Music Industry/American Society of Composers, Authors & Publishers fees for recorded or live music within the rented booth space is the responsibility of the Exhibitor. The Exhibitor shall maintain his exhibit in good order at his own expense. Exhibitors shall comply with any municipal, state, and federal laws, rules and regulations, including, but not limited to, fire and safety codes, building codes, the requirements of the Americans with Disabilities Act, and all laws relating to access by disabled persons.

8. Furniture and Display Labor Information on furniture and display labor will be forwarded from the official decorator upon receipt of the signed Exhibit Booth Rental Agreement Form and full payment of all acquired fees at ICBA's office. Exhibitors must use the official decorator for drayage and rigging, electrical, plumbing and custom cleaning. Exhibitors desiring to use contractors other than those officially appointed by Exhibits Management must advise Exhibits Management of other services and submit the necessary certificates of insurance in advance for permission. In order to conform to union contract rules and regulations, it may be necessary for some Exhibitors to use qualified union personnel for services and materials handling within the Exposition.

9. Prohibited Activities Exhibitor is expressly prohibited from conducting any sales, marketing or promotional activities outside of its rented booth area including, but not limited to, the following: selling goods or taking orders for equipment, products, services or supplies; distribution to delegates and visitors of printed matter, samples, souvenirs or other promotional items or materials. In addition, Exhibitor is expressly prohibited, both within its rented booth space and elsewhere in the exposition area, from selling or distributing alcoholic beverages and conducting lotteries, raffles or drawings; provided, however, that lotteries, raffles or drawings which are offered without charge to ICBA registrants and which

do not require registrants to be present to win, are permissible.

10. Subletting Space Exhibitors may not sublet or assign any part of their booth space, nor advertise or display goods or services other than their own. Exhibition advertisements and displays must conform to the statement in the Exhibitor's application describing displays.

11. Failure to Occupy Space Unless prior approval for delayed occupancy is received from Exhibits Management, any exhibit booth not occupied by Tuesday, March 11, at 10 a.m. will be forfeited by the Exhibitor, and may be reassigned or used by Exhibits Management without refund to Exhibitor.

12. Social Functions Exhibitors may not conduct social functions in the hotel and during the convention. Exhibitors may conduct social functions at the hotel only with the written approval of ICBA. Social functions shall be by invitation only and shall be scheduled at a time which will not interfere with ICBA scheduled activities. ICBA must approve the function and receive a copy of the invitation two weeks in advance of mailing.

13. Security ICBA shall provide guard service throughout the hours of installation, exhibition and dismantling, and shall exercise reasonable care for the protection of the Exhibitor's materials and display. ICBA, the show facility, and officers or staff members thereof are not responsible for the safety of the property or the Exhibitor, his/her agents, or employees, or harm or damage to such persons resulting from theft, fire, accident, or any other cause. Exhibitor is required to provide all insurance and/or policy riders necessary to cover all exhibits. ICBA advises removal of all valuables (i.e. computer, cell phones, etc.) at the end of each exhibit session.

14. Cancellation or Relocation of Convention If ICBA fails to hold its convention as herein provided, relocates its convention site to another hotel or city, or fails to furnish Exhibitor the booth(s) as stated herein, it shall refund to Exhibitor any charges paid to ICBA hereunder. Such refund shall be accepted by Exhibitor in full settlement of any loss or damage suffered or claimed by Exhibitor.

15. Cancellation by Exhibitor If the Exhibitor notifies ICBA in writing by December 31, 2024, immediately preceding the convention that it will not occupy the exhibit space stated herein, all fees paid by the Exhibitor, except the deposit fee (\$2,000 per booth), will be refunded. No refund of any fees, including the deposit fee, will be made if such notice is received after December 31, 2024

16. Liability and Indemnity Exhibitor assumes sole responsibility and liability for all damages or injuries arising out of, resulting from, or in any manner connected with its exhibit (including installation and dismantling) that may be suffered by (a) Exhibitor and his/her employees and representatives, (b) other Exhibitors and their employees and representatives, (c) convention delegates, guests or visitors, (d) the convention center, hotel, motel or convention hall and the owners, employees and representatives thereof, and (e) any other persons lawfully on or about the convention premises.

Exhibitor agrees to indemnify and hold harmless ICBA and its subsidiaries and affiliates, their shareholders, directors, officers, employees, agents, successors and assigns, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits costs, expenses, including reasonable attorney's fees, or disbursements of any kind of nature whatsoever, which may be imposed on, incurred by, or asserted against ICBA in any way relating to or arising out of this Agreement and/or Exhibitor's use of exhibit booths at the Exposition. The Exhibitor further agrees to obtain, maintain and pay for general insurance coverage in amounts sufficient to insure against the liability assumed pursuant to the provisions of this section.

ICBA shall not be liable for failure to deliver exhibit space to an Exhibitor as contracted for herein due to causes beyond ICBA's control. In such event, ICBA will reimburse fees paid hereunder, less expenses incurred by ICBA including advertising, administration and related expenses.

17. Certificate of Liability Insurance Certificates or other satisfactory evidence of insurance naming ICBA and GORCC as additional insured for the exhibitor's insurance coverage required to be submitted to ICBA, shall be submitted to ICBA on or before January 31, 2025, and shall provide that there shall be no cancellation or modification thereof without at least thirty (30) days prior written notice to ICBA and GORCC. Companies that fail to provide a certificate or other satisfactory evidence of insurance will not be permitted to exhibit.

18. Violations In the event of violation of this Agreement, ICBA may evict Exhibitor from the exhibit booth and/or have exhibit materials removed. No fees will be returned to Exhibitor and the Exhibitor shall be liable to ICBA for the costs associated with such eviction, less fees paid. In addition to the remedies provided in this Agreement, ICBA shall have and may exercise all other remedies afforded to it by law for costs or damages suffered on account of such violations.

19. Marketing ICBA has the right to use photos that may show your company name or representatives in future marketing materials.

20. Interpretation and Amendments ICBA reserves the right to interpret or amend the rules in the ICBA Exposition Agreement as it deems proper, to ensure the success of Expo and further its educational purposes.

21. Rules All matters, issues or questions not covered by these Rules are subject to the sole decision of ICBA.

22. Event Safety Acknowledgment The health and safety of all participants is a top priority. We are taking appropriate safety measures and will follow all federal, state and local guidelines, as well as any venue or location-specific regulations as required to keep attendees safe. By registering for the event, you acknowledge that you agree to, and will abide by, the guidelines and regulations at the time of the event.