

EXHIBIT SPACE CONTRACT
DEEP FOUNDATIONS INSTITUTE (DFI)
DFI S3 2024 ❖ August 6-8, 2024❖ Aurora, Colorado ▪ USA
- Exposition Hours -

FUNCTION	DATE	TIME
Exhibitor Setup	Tuesday, August 6, 2024	1:00 p.m. - 6:00 p.m.
Exhibit Hours	Wednesday, August 7, 2024	7:30 a.m. - 7:30 p.m.
Exhibit Hours	Thursday, August 8, 2024	7:30 a.m. - 3:40 p.m.
Exhibitor Break-Down**	Thursday, August 8, 2024	3:40 p.m. - 6:00 p.m.

*Subject to change based on programming needs.
Late set-up and early break-down will be charged an additional fee.*

We hereby authorize you to confirm Exhibit Space(s) # _____ at the DFI S3: Slopes, Support and Stabilization Conference, August 6-8, 2024, to be held at the Hyatt Regency Aurora-Denver Conference Center, CO, USA. Upon acceptance of this contract by the Deep Foundations Institute, we agree to abide by the EXHIBITOR RULES & REGULATIONS. We agree to the total cost paid for the Exhibit Space and one (1) Attendee selected with this registration. The total cost paid for the confirmed Exhibit Space and applicable attendee(s) is cited in the company's online registration.

Exhibit Company Name: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Contact: _____ Phone/Fax: _____ Email: _____

EXHIBITOR RULES & REGULATIONS

1. APPLICATION AND ELIGIBILITY. DFI S3 2024 is a closed trade show designed to provide a showcase for products and services either specifically designed for or customarily used in the deep foundations industry. Exhibition is limited to the Corporate Member organizations in good standing of The Deep Foundations Institute (hereinafter, the "Institute").

Application for Exhibit Space must be made on the printed form provided by the Institute containing the information as requested and be executed by an individual who has the authority to act for the Applicant. The Institute reserves the right, in its sole discretion, to alter the Exhibit Hours or Floor Plan arrangements in any manner the Institute believes to be in the best interest of the Exposition and/or the Conference held in conjunction with the Exposition. Assignment of space shall be made by the Institute at its sole discretion. Acceptance of an Applicant does not imply endorsement of the Exhibitor's products or services. The Institute reserves the absolute right to decline any Application for space for any reason if in the Institute's judgment the products or services to be shown or demonstrated are not applicable to the above identified industry.

2. PAYMENT AND PROVISION IN CASE OF DEFAULT. If an Exhibitor fails to pay, when due, any sum required to be paid by this Contract, or if the Exhibitor fails to perform any other material terms or conditions of this Contract, or fails or refuses to observe or abide by the Rules and Regulations referred to in this Contract, or any part thereof, the Institute reserves the right to terminate this Contract immediately. It also reserves the right to withhold from the Exhibitor possession of the space involved or to take immediate possession thereof. The Institute shall be entitled to retain the following fees as liquidated damages and not as a penalty (it being agreed that actual damages would be difficult to ascertain under the circumstances):

No Exhibit Space refunds after April 1, 2024. All cancellations and requests for refunds must be made in writing. Any refunds due to the Exhibitor in accordance with the terms herein shall be payable within 90 days following the conclusion of the Exposition.

3. TERMINATION OF EXHIBITION. In the event the DFI S3 2024 is canceled or postponed, or the Institute is unable to perform for any reason whatsoever, including performance under this contract, the sole and exclusive remedy of the Exhibitor as a result of the non-occurrence or postponement of the DFI S3 2024, including incremental and consequential damages, shall be a refund of monies paid on account of the Exhibit Space, less the Exhibitor's pro-rata share of expenses relating to the DFI S3 2024, as determined by the Institute. The Institute reserves the right to cancel or postpone the Conference for any of the following reasons: damage or destruction of the facility, Acts of God, national or unforeseen emergency, public enemy, war or insurrections, strikes or the possibility of strikes, the authority of law, for any cause beyond the Institute's control or in circumstances which the Institute, in its sole discretion, determines that the Conference cannot be held as planned or in a manner which will serve the best interests of the Institute, the Attendees and/or Exhibitors, or where the success of the Conference will be adversely affected.

This Contract shall be construed solely as a license for the use of the Exhibit Space to be occupied by the Exhibitor and the Exhibitor agrees that it has not relied on any oral or written representation not contained in this contract. **THE INSTITUTE DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND/OR FITNESS WITH RESPECT TO THE SERVICES OR MATERIAL FURNISHED TO EXHIBITOR IN CONNECTION HEREWITH.**

4. SUBLETTING EXHIBIT SPACE. The Exhibitor may not assign, sublet or apportion all or any part of the Exhibitor's contracted Exhibit Space, nor may the Exhibitor permit the display, promotion, sales or marketing of non-Exhibitor products or services in its space. Failure to adhere to these regulations could result in the Exhibit being removed or blocked from view at the Exhibitor's expense. The Exhibitor hereby waives any claim for refund of the Exhibit Space or other damages arising out of such termination and/or Exhibit removal. If the Exhibitor is uncertain whether an Exhibit is in compliance with all regulations, contact the Institute.

5. CHARACTER OF EXHIBITS. Loudspeakers or operations which are of sufficient sound volume to disturb other Exhibitors or guests will not be permitted. No Exhibit is permitted which interferes with the use of other Exhibits or impedes access to them or impedes the free use of the aisles. Display equipment may not be placed or displayed outside the Exhibitor's assigned space unless approved in writing by the Institute. Exhibits which include participatory or dynamic activities must be supervised at all times. The Institute may establish and enforce such other requirements, as it may deem necessary, to ensure the mutual interest of the Exhibitors.

6. INSURANCE, LIABILITY AND SECURITY. Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend, and save the Institute, the Hyatt Regency Aurora-Denver Conference Center, and all Contractors with whom the Institute has entered into agreements, and their employees and agents harmless against all claims, losses and damages to persons or property, governmental charges or fines and attorneys' fees arising out of, or caused by, their employees and agents for the Exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises, or any part thereof, including but not limited to those which may arise out of or in connection with the applicability of any provisions of workmen's compensation regulations of Aurora, CO, Employer's Liability Insurance, excluding any such liability caused by the sole negligence of the Hyatt Regency Aurora-Denver Conference Center, the Institute, or Contractors to the Institute, for the provision of products or services to the DFI S3 2024.

The Exhibitor shall be fully responsible to pay for any and all damages to property owned by the Hyatt Regency Aurora-Denver Conference Center, its owners or managers, which results from any act or omission of the Exhibitor. The Exhibitor agrees to defend, indemnify and hold harmless, the Hyatt Regency Aurora-Denver Conference Center, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor's use of the property. The Exhibitor's liability shall include all losses, costs, damages or expenses arising from, or out of, or by reason of any accident or bodily injury, or other occurrences, to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, the Hyatt Regency Aurora-Denver Conference Center or any part thereof. The Exhibitor shall assume all costs and expenses arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights used during or incorporated during the conduct of its activities in the Exposition, and agrees to protect, indemnify,

defend, and hold the Institute, the Hyatt Regency Aurora-Denver Conference Center, Contractors to the Institute and their employees and agents harmless from all damages, costs, and expenses in law or equity for or on account of any infringement or alleged infringement of the intellectual or intangible property rights of any person (including with limitations patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnished to or used by Exhibitor in connection with its activities in the Exposition, including the costs and expenses of defending any such action even if it be groundless or fraudulent. In addition, the Exhibitor acknowledges that the Institute, the Hyatt Regency Aurora-Denver Conference Center, and Contractors to the Institute do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance covering such losses by the Exhibitor.

Reasonable precautions are taken to protect property, but the Institute cannot and does not insure the safety of persons or the protection of property. If insurance is desired, it must be placed by Exhibitor. It is recommended that Exhibitors take precautionary measures of their own, such as the securing of small or easily portable articles of value and the regal of them to a place of safe keeping after exhibit hours. **UNDER NO CIRCUMSTANCES SHALL THE INSTITUTE BE LIABLE FOR LOST PROFITS, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES.**

7. SPACE, FURNISHINGS AND USE OF SPACE. All Exhibit Spaces are to be set up by 6 p.m. on Tuesday, August 6, 2024, for inspection by the Institute; for any Exhibit Spaces that are not set up by this date and time, the Institute has the right to have the Exhibit Space(s) set up with all charges being billed to the Exhibitor, and Exhibitor acknowledges that all such charges are the obligation of the Exhibitor. Break-down of Exhibit Spaces begins on Thursday, August 8, 2024, at 3:40 p.m. **Late set-up and early break-down of exhibits are subject to a fee of \$250.00.**

8. CARE OF EXPOSITION VENUE. No signs may be posted in or on the premises of the Hyatt Regency Aurora-Denver Conference Center without first obtaining written permission from the venue and the DFI staff. No holes may be drilled and any damage to the facility or property through carelessness of Exhibitors or their employees or agents must be paid by the Exhibitor causing damage.

9. COMPLIANCE WITH REGULATIONS. Exhibitors must comply with all appropriate Colorado fire regulations. Electrical signs and equipment, if any, must be wired to meet local codes.

Exhibitors shall be bound by and comply with, at the Exhibitor's sole cost and expense, all applicable national, state, city, municipal, and other laws, codes, and governmental regulations of governmental or other authorities having jurisdiction over the exhibit facility or the conduct of said Exposition, together with the rules and regulations of the owners and/or operators of the facility at which the Exposition is held.

The Exhibitor agrees that it will not conduct any educational, social, or other functions for all or any portion of the DFI S3 2024 attendees during the official daily hours of the Conference, including all Conference educational, social, or other functions, without the expressed written consent of the Institute.

The Exhibitor shall be bound by and comply with, at the Exhibitor's sole cost and expense, all applicable copyright and trademark laws and regulations which may affect the Exhibitor's use and occupancy of the Exhibit Space or participation in the Exposition.

10. EXHIBIT SPACE PERSONNEL REGISTRATION. All persons tending Exhibit Spaces on the behalf of the Exhibitor must be fully registered attendees of the DFI SuperPile '24. The Institute reserves the right, in its sole discretion, to limit the maximum number of Exhibitor personnel in any Exhibit Space at any time during the Exposition. All persons entering the Exposition will be required to register and wear an appropriate badge. Anyone who permits an ineligible person to use his badge will be barred from further participation at the Exposition. Advance Registration will be provided to Exhibitors, and a Registration Area will be provided on site.

11. DEMONSTRATORS. The Institute has no objection to the use of demonstrators in Exhibitor Spaces provided they are properly attired and in good taste at all times and limit their activities to within the confines of the

Exhibitor's contracted space. Demonstrators shall be considered Exhibitor Personnel, in accordance with Paragraph 10 of this contract. Exhibitor personnel wearing costumes or banners containing firm names must wear an outer wrap anytime it is necessary to leave the confines of the Exhibit Space. The Institute reserves the right to terminate Exhibits for violation of this regulation.

12. CIRCULARS. Distribution of circulars or promotional materials may be made only within the space assigned to the Exhibitor presenting such material.

13. NON-EXHIBITORS. No firm or organization not assigned space in the Exhibit Area will be permitted to solicit business within the Exhibit area. Exhibitors are requested to inform the Institute of their knowledge of any such occurrence.

14. CONTRACTORS AND HIRED LABOR. If the Exhibitor hires an Outside Contractor is to be used for work within an individual space, the following steps must be taken:

(i) Notification to the Institute with proof of adequate liability insurance, at least 60 days prior to show set-up. Exhibit Space identification, name of Exhibitor and identification of the Outside Contractor must be included;

(ii) Check-in by all labor will be required at the Registration Desk prior to start of set-up. No set-up will be permitted without authorization of the Institute; and

(iii) All personnel of the Outside Contractor shall confine their activities to the Exhibit Space they are working on and will not be permitted to solicit business on the floor or elsewhere in the Exhibit Hall. All exhibit work must be performed within the applicable union guidelines in effect at the Hyatt Regency Aurora-Denver Conference Center. Exhibitors must use union labor where required. Union labor, if required, will be made available. Exhibitor shall check with the Hyatt Regency Aurora-Denver Conference Center regarding labor regulations.

15. COPYRIGHTED MUSIC. In the event Exhibitor plays recorded music at the Exhibit Space which is the subject of this Contract, Exhibitor warrants that it shall obtain appropriate licenses and have the authority to use such copyrighted music and that it shall comply with all terms and conditions of said licenses. Exhibitor agrees not to have any live musical performance at exhibit space. Exhibitor agrees to defend, indemnify, save and hold the Institute harmless from any claims brought against the Institute alleging a breach of the warranties made in this Paragraph 15.

16. SHIPPING INSTRUCTIONS. Information on the Hyatt Regency Aurora-Denver Conference Center shipping and receiving procedures and rates is posted on the DFI S3 2024 Conference website at <https://dfi-events.org/s3-24>. The Exhibitor, in accordance with specified rates, shall ship, at his own risk and expense, all articles to be exhibited. The Exhibitor is responsible for pick-up and delivery of their materials/freight at The Hyatt Regency Aurora-Denver Conference Center's designated receiving area to and from their exhibit space, as well as the set-up and break-down of their materials during scheduled times. All charges are based on inbound weights. All shipments must be pre-paid. The address on all packages shall be addressed per instructions on the DFI S3 2024 Conference website and shall include the Exhibitor's Name and Exhibit Space Number(s).

17. AMENDMENTS. The Institute reserves the right to interpret, amend, and enforce the conditions, rules and regulations of this Contract, at its sole discretion. Each Exhibitor, for itself, its agents, and employees, agrees to abide by all conditions, rules, and regulations set forth in this Contract or by any amendment thereto or interpretation thereof.

Authorized Signature: _____

Title: _____

Name (Print): _____

Date: _____

Retain a copy for your records. | Return a signed copy to events@dfi.org or accept when registering for your booth.