

# APPLIED NET 2025 & ACN RULES AND REGULATIONS

## Statement of Policy

This Application and Contract to participate in the Applied Net 2025 ("Event") at The Aria Resort, Las Vegas ("Facility") over October 6-9, 2025, including but not limited to move-in and move out dates ("Event Dates") shall become effective when it has been submitted by the exhibiting company and accepted by the Applied Client Network. The individual signing this Application and Contract represents and warrants that he/she is duly authorized to execute this binding Application and Contract on behalf of the exhibiting company. By signing below, the exhibiting company agrees to be bound by the terms and conditions below. The exhibiting company agrees that upon acceptance of this Application and Contract by Applied Client Network, with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application and Contract, together with the terms and conditions below, (collectively "this Contract") shall become a legally binding contract between Applied Client Network and exhibiting company ("Exhibitor").

### 1. SHOW MANAGEMENT

Applied Client Network will serve as manager of the Event's trade show ("Show"). Applied Client Network is responsible for assignment of exhibit booth space, exhibit logistics and collection of exhibitor payment. Applied Client Network acts as a liaison between exhibitors, Applied Client Network and all official show contractors. If you have any questions about your exhibit booth, contact Applied Client Network directly.

#### Applied Client Network

330 N. Wabash Ave Ste.2000

Chicago, IL 60611 USA Phone: 312-673-5502

Email: [tradeshow@appliedclientnetwork.org](mailto:tradeshow@appliedclientnetwork.org)

### 2. ELIGIBILITY CRITERIA FOR EXHIBITORS (Including Products Eligible for Exhibit Space)

Eligible Sponsors are those with an endorsement from Applied Systems. Sponsors that do not have an endorsement from Applied Systems may petition to exhibit by submitting the appropriate Applied Client Network eligibility information to Applied Client Network Headquarters. All Sponsors must be in good standing with Applied Client Network. Applied Client Network reserves the right to revoke a Sponsor's privileges and terminate the exhibit agreement.

### 3. ASSIGNMENT OF SPACE

Space selection will take place in late 2024 for sponsors who commit to 2025 at the Applied Net 2024 event. For all other exhibitors they will be assigned on a first come, first served basis.

If an Exhibitor is acquired by another exhibitor after their initial space selection, the acquired exhibitor can move to the acquiring exhibitor's booth without any financial liability. Alternatively, the acquired exhibitor may retain its contracted space to exhibit its own products and also may display the company name of the acquiring exhibitor but not the acquiring exhibitor's products.

Exhibitor should frequently review its space location and changes to neighboring booths/areas for updates to the floor plan. It is the Exhibitor's responsibility to keep up with changes to their assigned area. Applied Client Network anticipates alterations to the initial plan and cannot be held responsible for changes that may affect a participating Exhibitor's selection of space.

Applied Client Network will maintain a waitlist for any Exhibitor who wishes to be placed in a different booth location after their initial selection. To be added to the waitlist, Exhibitor shall submit a written request, including the requested size of space to [tradeshow@appliedclientnetwork.org](mailto:tradeshow@appliedclientnetwork.org). Exhibitors are added to the waitlist on a first-come, first-served basis based on date and time of email receipt by Applied Client Network.

Applied Client Network reserves the right to change Event hours or dates, to rearrange the floor plan, and/or to relocate any Exhibitor as it deems necessary at any time.

### 4. PAYMENTS, CANCELLATIONS & REFUNDS

Exhibitor must remit a 100 percent deposit of the total Exhibit Booth Fee with the submission of this Contract. Credit card payments can be made online using American Express, Discover, MasterCard or Visa. Checks must be payable to Applied Client Network.

Applied Client Network reserves the right to hold or revoke Exhibitor badges for any Exhibitor with an unpaid balance and to instruct all official show contractors to deny goods and services.

### 5. CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR

Cancellation of exhibit space must be directed via email to [lkrehbiel@appliedclientnetwork.org](mailto:lkrehbiel@appliedclientnetwork.org) provided that the cancelling Exhibitor obtains confirmation of Applied Client Network's receipt of the email on or before the cancellation deadline.

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For cancellations of space received between the contract signature date and April 30, 2025, Exhibitor is responsible for, and Applied Client Network shall be entitled to retain 50 percent of the total Exhibit Booth Fee as a cancellation fee. Sponsorships and additional registrations are non-refundable, regardless of cancellation date. Membership to Applied Client Network is charged as \$995 as part of the exhibit space contract and good through December 31, 2025 and is nonrefundable.

Full payment is required, and no refunds whatsoever will be made on cancellations or reductions of space on or after May 1, 2025. Should an Exhibitor cancel even partial space on or after May 1, 2025, the Exhibitor is responsible for the full Exhibit Booth Fee for the originally contracted exhibit space. Notwithstanding the foregoing, Exhibitor will have no right to cancel all or any portion of assigned exhibit space or this Contract subsequent to Applied Client Network's cancellation of the Event pursuant to Section 7.

### **6. CANCELLATION OR CHANGES TO Applied Net 2025 BY Applied Client Network**

If for any reason beyond Applied Client Network's control Applied Client Network determines that Applied Net 2025 must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor understands and agrees that Applied Client Network shall not refund any amounts Exhibitor paid towards the Exhibit Booth Fee and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of Applied Client Network or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to Applied Client Network for space at the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc.

Exhibitor, as a condition of being permitted by Applied Client Network to be an Exhibitor in the Event, agrees to indemnify, defend and hold harmless Applied Client Network, its directors, officers employees, agents and subcontractors from any and all loss which Exhibitor may suffer as a result of Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside Applied Client Network's control. The terms of this provision shall survive the termination or expiration of this Contract. If Applied Net 2025 must move to virtual, Applied Client Network will work with Exhibitor to reallocate funds within the virtual event.

### **7. ELIGIBILITY TO EXHIBIT**

Applied Client Network reserves the right to determine the eligibility of any exhibitor for inclusion in the Event and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of Applied Client Network, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. Exhibitor's eligibility to exhibit in the Event must remain in effect from the time of submission of the Contract to the time of the Event and should Applied Client Network determine that Exhibitors no longer eligible to exhibit at the Event (though previously deemed eligible), Applied Client Network may notify the Exhibitor and may terminate this Contract without liability upon written notice to Exhibitor.

### **8. SUBLETTING OF EXHIBIT SPACE PROHIBITED**

Exhibitor is prohibited from assigning or subletting a booth or any part of the space allotted to it nor shall it exhibit or permit to be exhibited in its space any products or advertising materials which are not a part of its own regular products, or which are not compatible with the purpose and/or character of Applied Net 2025 as determined by Applied Client Network in its sole discretion.

### **9. PROMOTIONAL ACTIVITIES**

Further, Exhibitor shall not engage in any promotional activities which Applied Client Network determines to be outside the purpose and/or character of the Applied Net 2025 as determined by Applied Client Network in its sole discretion.

### **10. RETAIL SALES**

No retail sales, where payment is received and product delivered, are permitted in the exhibit hall of the Event ("Exhibit Hall") at any time. Payment and/or orders may be taken for future delivery.

### **11. INTELLECTUAL PROPERTY MATTERS**

The Exhibitor represents and warrants to Applied Client Network that no materials used in or in connection with its exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify Applied Client Network of any information of which Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Exhibitor agrees to indemnify, defend and hold Applied Client Network, officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorneys' fees) arising out of or related to claims of infringement by Exhibitor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

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Notwithstanding the foregoing, Applied Client Network, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Exhibitors. The terms of this provision shall survive the termination or expiration of this Contract.

### **12. USE OF Applied Client Network NAME**

Applied Client Network, Applied Net 2025 and Event logo are registered trademarks owned by the Applied Client Network. Participation by Exhibitor in the Event does not entitle Exhibitor to use such names or logos, except that Exhibitor may reference the Event and use the Event logo with reference to Exhibitor's participation as an exhibitor at the Applied Net 2025.

Participation in the Event does not imply endorsement or approval by Applied Client Network of any product, service or participant and none shall be claimed by any participant.

### **13. SET-UP TIME AND DISMANTLE**

If an exhibit is not set up by 3 hours prior to the show opening, Applied Client Network reserves the right to re-assign such space to another Sponsor or to make other use of the space as deemed necessary or appropriate at the expense of the Sponsor. Exhibits are to be kept intact until the closing of the Product Solution Center. No part of an exhibit shall be removed during the Product Solution Center without special permission from Applied Client Network. Any Sponsor that begins dismantling its display before the close of the show will lose priority status in future Applied Net Conferences and may altogether lose the privilege of exhibiting. The Sponsor agrees to have the equipment or materials removed from the Product Solution Center by the prescribed time.

Failure to remove equipment or materials may incur the billing of late charges. If Sponsor fails to remove its equipment or materials, the Sponsor shall appoint Applied Client Network as its agent to arrange such removal. Sponsor agrees to pay all charges for the breakdown, removal, and shipment of its equipment and materials as arranged by Applied Client Network.

All freight must be removed from the facility by the end of move out. If exhibits are not removed by this time, management will discard all materials.

### **14. BADGES**

Exhibitor will be provided (2) complimentary Exhibitor Full Conference badges per (100) sq. ft. of exhibit space purchased which include access to exhibit hall activities and education sessions. Exhibitor badges are for Exhibitor's full and part time employees or contractors.

Event attendees do not have access to the Exhibit Hall until October 6, 2025. Should Exhibitor give its badges to an Event attendee in order for the attendee to gain access to the Exhibit Hall prior to this time may, at the sole discretion of Applied Client Network, lose part or all of its company's priority points, and may entirely lose the privilege of exhibiting in future Applied Client Network events. Applied Client Network reserves the right to give an Exhibit Hall Pass to any Exhibitor or Event attendee in order to grant them access to the Exhibit Hall at any time.

### **15. MINIMUM AGE FOR ADMISSION**

Children under the age of 16 are not permitted in the Exhibit Hall at any time. Any attendees or exhibitors arriving with children under the age of 16 will be denied access to the Exhibit Hall with such children without any exceptions or refunds.

### **16. EXHIBITOR LIABILITY**

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Facility and in the Exhibit Hall. Neither Applied Client Network, its directors, officers, employees, agents, subcontractors, nor Applied Client Network, (collectively "Show Management") are responsible for Exhibitor's property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF THE SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

### **17. INDEMNIFICATION**

Exhibitor agrees that it will indemnify, defend and hold Show Management, Applied Client Network, their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Exhibitor, its employees, agents or contractors; b) the failure by Exhibitor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross

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negligence, or willful misconduct of Exhibitor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Show Management by Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management. Exhibitor agrees that if Show Management or Applied Client Network is made a party to any litigation commenced by or against Exhibitor, or relating to this Contract or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT OR Applied Client Network BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

### 18. INSURANCE

Exhibitor is required to maintain and to provide a certificate of insurance to Show Management on or before July 1, 2025 evidencing the following: (a) General liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate (b) Owned (if applicable), hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence (c) Workers' compensation with state statutory limits (d) Employer's liability with limits not less than \$500,000 (e) Commercial umbrella liability with limits not less than \$5,000,000 (f) Personal property and equipment on a special form replacement cost basis. Applied Client Network, Smithbucklin Corporation and the Aria Resort Las Vegas are to be listed as additional insureds on a primary and non-contributory basis with respect to general/auto/umbrella liability. A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A- VII. Exhibitor will not be permitted to set up its booth prior to submitting the proper certificates. Certificates should be sent to:

**Applied Client Network**

330 N. Wabash Ave. Ste. 2000 Chicago, IL 60611 USA

Phone: 312-673-5502

Email: [tradeshow@appliedclientnetwork.org](mailto:tradeshow@appliedclientnetwork.org)

### 19. USE OF SPACE — GENERAL

(a) Exhibitor is not permitted to display or distribute literature or any promotion outside the confines of its assigned exhibit space in the Exhibit Hall. Distribution or display of promotional material in public areas of the Facility or meeting rooms is strictly prohibited. Applied Client Network also reserves the right to remove, at Exhibitor's cost, any promotional material or product deemed by Show Management as not suitable for display at the Applied Net 2025.

(b) Exhibitor is prohibited from possessing, displaying or depicting any products or components or company names in their booth that could be interpreted as being a promotion or comparison (features, benefits, price etc.) of another company.

(c) No exhibit will be permitted that interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.

(d) Distribution by Exhibitor, or its agents, of any printed materials, souvenirs or other articles shall be restricted to the Exhibitor's exhibit space. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers or labels will be permitted as handouts.

(e) Any special promotions, music or stunts planned by Exhibitor at any time during the Event must be approved with Applied Client Network. Details should be submitted to Show Management via email to [tradeshow@appliedclientnetwork.org](mailto:tradeshow@appliedclientnetwork.org) at least 10 business days prior to the start of the Event. Applied Client Network reserves the right to designate specific days and hours during which special promotions and stunts may be conducted, if they are permitted at all.

(f) Applied Client Network allows drawings, games of chance and raffles in the Exhibit Hall, subject to the prior written approval of Applied Client Network. Exhibitor must abide by all Las Vegas County and Nevada State statutes and regulations regarding drawings, games of chance and raffles.

(g) No animals are permitted in the Facility other than service animals.

(h) Exhibitor must abide by all of the General Policies, Rules, and Regulations of the Facility, a copy of which is included in the Exhibitor Services Manual, made available to Exhibitor in July 2025. The Facility has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual. To obtain a copy of the General Policies, Rules, and Regulations of the Facility prior to publication in the Exhibitor Services Manual Exhibitor may email [tradeshow@appliedclientnetwork.org](mailto:tradeshow@appliedclientnetwork.org).

(i) Exhibitor shall be responsible for compliance with the Americans with Disabilities Act. Exhibitor shall indemnify, defend and hold Show Management harmless from any and all claims, costs, expenses or other damages, arising out of Exhibitor's breach of this provision consequences of Exhibitor's failure in this regard. The terms of this provision shall survive the termination or expiration of this Contract. For more information on the Americans with Disabilities Act and how to make exhibit space accessible to persons with disabilities, please contact:

**U.S. Department of Justice ADA, Civil Rights Division Disability Rights Section – NYAV**

950 Pennsylvania Avenue, NW

Washington, D.C. 20530 USA

Phone: +1.800.514.0301 (voice) +1.800.514.0383 (TTY), website: [www.ada.gov](http://www.ada.gov)

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- (j) Helium or other compressed gas tanks must be properly secured to prevent toppling. Facility reserves the right to require compressed gas tanks to be removed from the Exhibit Hall during Show Hours. Helium-filled balloons are allowed in the Facility only as a display, and must be fastened to the booth. Balloons may not be given out within the Facility. All lighter-than-air objects must be removed from the Facility at the close of the Event. Facility reserves the right to assess a fee for retrieving any escaped lighter-than-air objects to the Exhibitor.
- (k) Aria Resort Las Vegas is the only official housing vendor for the Event and other companies may not provide the prices, service and reliability available from Aria Resort Las Vegas. If you are contacted by ANY company except Aria Resort Las Vegas about hotel reservations for Applied Net 2025, please inform Show Management at [tradeshow@appliedclientnetwork.org](mailto:tradeshow@appliedclientnetwork.org). Applied Client Network shall not be responsible for any damages or costs related to Exhibitor making hotel reservations via an unauthorized solicitation of hotel reservations.
- (l) All booth personnel must be properly and modestly clothed.
- (m) Exhibitor is permitted to serve food and non-alcoholic beverages in its booth during Event Hours. Non-alcoholic beverages do not need to be served by a bartender but all beverages and food must be ordered through the Facility's caterer and only if contracted through Applied Client Network sponsorship.
- (n) Exhibitor is permitted to provide alcoholic beverages in its booth during the Exhibit Hall Receptions dependent on appropriate health and safety measures and only if contracted through Applied Client Network sponsorship. Alcoholic beverages served in booths may only be purchased and served by licensed bartenders from the Facility's Food and Beverage Department and must be ordered through the Facility's caterer.
- (o) All booth floors must be finished. Exposed concrete is not acceptable. Booth carpet order forms are included in the Exhibitor Services Manual.
- (p) Exhibitor, at Applied Client Network's sole discretion, is prohibited from taking videos and photographs of any booths in the Exhibit Hall, other than their own. Aerial photography, videography or stunts of any kind by an Exhibitor, i.e. drones, are strictly prohibited.

The Exhibitor acknowledges and agrees that the Applied Client Network, its employees and contractors may take photographs/videos, which could include images of Exhibitor, its name and logo, its representatives and its exhibits while attending the Exhibition. Exhibitor hereby consents to and grants to the Applied Client Network and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation.

Exhibitor acknowledges that Applied Client Network is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims.

- (q) Music in the booth or at any of Exhibitor's function held in conjunction with the Event is subject to applicable copyright and licensing fees. It is the sole responsibility of the Exhibitor to pay applicable fees.
- (r) Hanging signs are permitted in all peninsulas, modified peninsulas, split islands and island booths. Hanging signs are NOT permitted in inline or perimeter booths.
- (s) Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.

### **20. HOTEL ROOMS, SUITES & MEETING ROOMS**

Applied Client Network reserves the right to control all suites and meeting rooms in the Facility and in those hotels participating in the Applied Client Network housing block. No meetings, private functions, including lunch meetings, or entertainment can be scheduled during Show Hours. No product displays or demonstrations are permitted in meeting rooms. Activities that conflict with the nature of Applied Net 2025 are not permitted. Suites and meeting rooms are assigned on a first-come, first-served basis and only to Exhibitors, Sponsors, and organizations allied with Applied Client Network.

### **21. MEETINGS & DISPLAYS OUTSIDE EXHIBIT AREA**

In order to ensure the success of the Event and avoid dilution of benefits extended to all partners, Exhibitor may not extend invitations, call meetings or otherwise encourage absence of other exhibitors/sponsors attendees from any program or other component of the Event during Show Hours or any function sponsored in connect with the Event without prior notice to and approval by Applied Client Network.

Absolutely no exhibits are permitted outside the Facility. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by Applied Client Network.

### **22. USE OF SPACE — LIGHTS/ AUDIO / VEHICLES ETC.**

- (a) No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring Exhibitors or guests.
- (b) Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring Exhibitors or guests.

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(c)No strobe light effects are permitted.

(d)Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.

(e)Loud speakers or operation of equipment, which is of excessive sound volume to be annoying to neighboring Exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.

(f)No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space. All lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or aisles. Exhibitors intending to use hanging light systems are required to submit a detailed floor plan with light locations and dimensions, including height, of all items in the booth, to Show Management for review and approval July 1, 2025.

(g)Vehicles may not be displayed without prior written approval from Applied Client Network and the Public Safety Department of the Facility.

### **23. ATTENDEE LISTS**

Attendee lists from the Event are distributed only to exhibiting companies, other official partners and attendees. Please note that Exhibitor and no other individual or organization are authorized to market or to sell attendee lists of Applied Client Network. Such lists shall only be used for mailings of promotional material relating to Exhibitor's booth at the Event and shall not be reproduced, transferred or used in any other manner. In using such lists for mailings, Exhibitor must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR) and the California Consumer Privacy Act (CCPA). The Exhibitor shall indemnify, hold Applied Client Network, its directors, officers, employees, agents or subcontractors harmless from the performance or breach of this provision by Exhibitor, its employees, agents or contractors. The terms of this provision shall survive the termination or expiration of this Contract.

### **24. FIRE REGULATIONS**

(a)All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Facility and the Las Vegas Fire Prevention Division. (b)If Exhibitor has equipment that produces heat, smoke or open flames as an integral part of product demonstration, Exhibitor must provide ventilation, safety equipment and proper insulation and utility connections meeting all local fire regulations. Under such circumstances, Exhibitor must also receive written approval of plans from the Facility, the Las Vegas Fire Prevention Division and from Applied Client Network. A heat producing device form to request approval from the Las Vegas Fire Prevention Division is included in the Exhibitor Services Manual. (c)A complete list of all fire regulations is included in the Exhibitor Services Manual. The Las Vegas Fire Prevention Division has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

### **25. LABOR RELATIONS**

(a)Full-time employees of Exhibitor may set up Exhibitor's own exhibits without assistance from the local union. Any labor services that may be required beyond what Exhibitor's regular full-time employees can provide must be rendered by union personnel and can be ordered in advance through Shepard. Proof of full-time employment status may be requested by the Union Steward of any personnel working in Exhibitor's booth. (b)If Exhibitor intends to use an Exhibitor Appointed Contractor (EAC) to install and/or dismantle their booth, Exhibitor must register their EAC. An EAC registration form is provided in the Exhibitor Services Manual. An original Certificate of Insurance must be filed with Applied Client Network in order for any EACs to gain access to the Exhibit Hall. The Facility follows the ESCA (Exhibition Service Contractors Association) Badging System. All EACs are required to wear both a Facility Access Credential and individual Event credential at all times. (c)Exhibitor may hand carry its own materials into the exhibit facility. The use or rental of dollies, flat trucks and other mechanical equipment, however, is not permitted. Shepard controls access to the loading docks in order to provide for a safe and orderly move-in/out. Only full-time employees of the exhibiting company are allowed to hand carry items. Unloading and reloading at the dock of any and all contracted carriers are handled by the General Services Contractor. A dock is provided for use by privately operated vehicles.

### **26. EXHIBITOR SERVICES MANUAL**

In July 2025, Shepard will distribute an Exhibitor Services Manual to Exhibitor that provides complete shipping instructions, production information, and other forms for all services needed during installation, Show Hours and dismantle.

### **27. WARRANTIES**

Applied Client Network makes no warranties, either express or implied, as to the availability or suitability of the contractors, services and/or equipment of the Facility, Applied Client Network, or their respective employees, agents or contractors.

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### **28. AMENDMENTS/ INTERPRETATION**

Applied Client Network reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to Exhibitor. Exhibitor, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. Applied Client Network reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Exhibitor, in the sole interpretation of Applied Client Network shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events of Applied Client Network.

### **29. ENFORCEMENT/ MISCELLANEOUS**

This Contract is governed by Illinois law and the Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in Cook County, Illinois, with respect to any action arising out of this Contract or Applied Client Network. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

### **30. LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE FACILITY, Applied Net 2025, Applied Client Network , THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY " Applied Client Network PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE Applied Client Network PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

EXHIBITOR AGREES THAT Applied Client Network PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE Applied Client Network PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEYS' FEES AND COSTS INCURRED BY Applied Client Network PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEYS' FEES AND COSTS.

### **31. PERSONAL INFORMATION CONSENT**

EXHIBITOR ACKNOWLEDGES THAT PERSONAL INFORMATION OF ITS COMPANY CONTACTS MAY BE USED BY Applied Client Network: (A) TO FULFILL THE PURPOSE AND OBLIGATIONS OF THIS CONTRACT; (B) TO COMMUNICATE OTHER INFORMATION ABOUT Applied Client Network; (C) TO ENGAGE IN OUTREACH TO SOLICIT CORPORATE SUPPORT OF Applied Client Network IN THE FUTURE; AND (D) IN FURTHERANCE OF ANY OTHER PURPOSE OUTLINED IN Applied Client Network's PRIVACY POLICY