

Esri Exhibit and Sponsor Agreement



This Esri Exhibit and Sponsor Agreement ("Agreement") provides the terms and conditions under which **Environmental Systems Research Institute, Inc. ("Esri")**, agrees to permit you to participate as an exhibitor and/or sponsor (collectively, "**Exhibitor**") at an Esri Event.

1. DEFINITIONS

- a. "Application" means the application and forms required to secure sponsorship benefits and/or obtain Exhibit Space at an Esri Event.
- b. "Badges" means the Esri Event identification badges and/or ribbons that are furnished to designate Exhibitors.
- c. "Esri Event" means a physical or virtual private event, organized and produced by Esri, and includes all associated programs, receptions, and showcases thereto. The full list of Esri-produced (owned and operated) conferences can be found at www.esri.com/events.
- d. "Event Location" means the specific venue and city, or virtual platform, where the event will take place.
- e. "Event Management" means Esri; the Event Location owners and operators; and the personnel, affiliates, successors, and assigns of the foregoing.
- f. "Event Materials" means all Exhibitor items brought to the Esri Event, including, but not limited to, software, programs, hardware, data, equipment, brochures, Exhibits, goods, wares, materials, and all other property owned, rented, leased, or procured by Exhibitor in conjunction with the Esri Event.
- g. "Exhibit" means Exhibitor's physical or virtual display, including, but not limited to, a booth, presentation, exhibit, signs, banners (both physical and virtual), or sponsorship benefits.
- h. "Exhibit Manual" means the materials that contain Exhibitor information, including, but not limited to, exhibit hall floor plan, service and furnishings order forms, and the requirements of the General Services Contractor and other service providers.
- i. "Exhibit Space" means Exhibitor's assigned space either virtual or physical, including, but not limited to, a booth, sponsorship location, or other space, or Virtual Listing assigned to Exhibitor at the Esri Event.
- j. "Exhibitor Appointed Contractor" (EAC) is any company other than one of the designated official contractors that an exhibitor wants to employ inside the exhibit hall before, during (by special pass and/or wristband), or after the show (union rules and regulations apply).
- k. "General Services Contractor" (GSC) means the Esri-appointed entity or organization that provides material and services at the Event Location.
- l. "In-Line Exhibit" means an Exhibit space with neighboring displays on one or all sides and that is in a contiguous row of other Exhibits.
- m. "Island Exhibit" means a contiguous Exhibit space with aisles on all four (4) sides.
- n. "Logo" means the proprietary and licensable logo, emblem, or mark of Exhibitor provided to Esri for use or display in conjunction with the Esri Event.
- o. "Personnel" means the principals, directors, officers, employees, agents, contractors, and independent contractors of a party.

2. RIGHT OF REFUSAL AND ACCEPTANCE

Esri reserves the right, in its sole judgment, to determine the eligibility of an Exhibitor for an Esri Event. Esri may reject applications by Exhibitor for any reason whatsoever. In the case of rejection, any fees submitted to Esri by Exhibitor will be returned. Esri is not liable for any damages or costs incurred as a result of said rejection.

By submitting the Application, fees, and other required information, Exhibitor agrees to occupy and staff the Exhibit Space and to comply with this Agreement. Exhibitor represents and warrants that Exhibitor has full right and authority, from its organization, to participate as an exhibitor at the Esri Event.

3. CONFIRMATION

Upon acceptance of Exhibitor, Esri will send a confirmation email containing pertinent details and, if appropriate, the Exhibit Space location and a link to the Exhibit Manual. Esri reserves the right to relocate Exhibits, rearrange the floor plan, and take any action necessary for the success of the event and to ensure compliance with the terms of this Agreement and/or the rules, laws, and regulations of the Esri Event or Event Management.

4. SHIPMENT AND INSTALLATION

The GSC is available to supply services and materials for Exhibit decor at the Esri Event. The requirements of the GSC will be made available to Exhibitors via an Exhibit Manual, including any specific services that must be provided by the GSC. Esri is not responsible for any of the services performed or materials delivered by any third party, including the GSC. Exhibitor is solely responsible for all shipping and material handling expenses, regardless of whether Exhibitor is sharing space or of the location on the Event Location floor. Exhibitor shipments will not be accepted by Event Management. Inbound freight instructions will be provided in the Exhibit Manual.

An EAC may be used to build your physical booth and provide furnishings, carpet, etc., provided that the following conditions are met: (i) Esri is notified at least sixty (60) days prior to the Esri Event, (ii) a Notification of Intent to use EAC form is completed and sent back to Esri, and (iii) a certificate of insurance with a minimum of one million US dollars (\$1,000,000) of coverage for the EAC. The forms and sample certificate of insurance will be available in the online exhibitor kit. Additionally, appointed EAC must be ESCA (Exhibition Industry Security Initiative) certified and their staff must wear an ESCA badge at all times while on the venue premises.

5. USE OF PHYSICAL AND/OR VIRTUAL EXHIBIT SPACE

Exhibitor must comply with all laws, rules, requirements, and regulations set forth by Event Management and/or any local authority. In addition, Exhibitor must comply with the following requirements.

5.1 PHYSICAL AND VIRTUAL EXHIBIT SPACE REQUIREMENTS

- a. **Sharing Exhibit Space.** Exhibitor may not assign, sublet, share, or apportion any part of the Exhibit Space without the written consent of Esri. Any attempted assignment by Exhibitor is void.
- b. **Nuisance.** Event Management reserves the right to restrict Exhibit activities (including demo theaters and/or live showcases), noises, operations, chats, meetings (whether promoted in-listing or off-platform) or materials that, in the sole opinion of Event Management, unduly interfere with other exhibitors, the Esri Event, or adjacent events. Failure to comply may result in termination of Exhibitor's operation at the Esri Event.
- c. **Sale of Equipment and Services.** Sales that may result in the exchange of merchandise and/or money are not permitted at the Esri Event.
- d. **Exhibitor Activities.** Exhibitor's activities must be confined to its Exhibit Space. Distribution of literature or promotional items, whether digital or tangible, outside the Exhibit Space is prohibited without the written consent of Esri.
- e. **Giveaways/Raffles/Prizes.** Exhibitor may conduct giveaways, raffles, prize drawings, or lotteries upon the written consent of Esri and provided that the items are not promoting competitive software or business or deemed inappropriate by Esri. Exhibitor must submit a written request no later than sixty (60) days prior to the start of the Esri Event, or no later than the due date of deliverables. Exhibitor may be asked to stop a giveaway/raffle/prize drawing that Esri deems inappropriate or competitive. Esri will not make announcements regarding contests, drawings, or raffles.
- f. **Conflicting Activities.** Exhibitor may not sponsor group functions, such as speeches, hospitality suites, or group activities, during hours that conflict with any programmed Esri Event function without the written consent of Esri. Exhibitor may not promote or distribute promotional material regarding other trade shows or conferences that are not held in conjunction with the Esri Event without the written consent of Esri. Exhibitor may not promote, distribute, or discuss products or services that compete with Esri products or services.
- g. **After-Hours Activities.** Exhibitors may conduct their own internal coordination meetings regarding the Exhibit in the exhibit hall or event platform, but no other meetings or other sales-type activities may occur prior to or after exhibit hours, or during setup without prior written approval from Event Management.
- h. **Attire.** All Exhibitor staff and representatives must wear appropriate business attire.
- i. **Exhibitor Logo.** Exhibitor shall provide a Logo to Esri during the application process. Esri may modify the size of Exhibitor's Logo as needed for its reasonable use. Logo use may include, but is not limited to, websites, programs, print materials, media/press communications, promotional materials, and presentations.

5.2 PHYSICAL EXHIBIT SPACE. In addition to the requirements of Section 5.1 above, the following requirements apply to a physical Exhibit Space.

- a. **Exhibit Space Construction.** Construction and use of Exhibit Space, including the Exhibit structure, must be in accordance with the Exhibit Manual.
- b. **Exhibit Dimensions.** Linear, or in-Line, booths have a maximum height of eight (8) feet (2.44m) only in the rear half of the booth space, with a four (4) foot (1.22m) height restriction imposed on all materials in the remaining space forward to the aisle. Island spaces (open to aisle on all 4 sides) have a sixteen (16) foot height restriction for structures, except within two (2) feet of the aisle, where there is an eight (8) foot height restriction. Some Esri exhibits spaces may have areas that are subject to additional structural size restrictions. Refer to the Exhibit Manual for your respective event.
- c. **Obstructions.** Any portion of an Exhibit that obstructs the view, interferes with the privileges of other exhibitors, extends beyond the designated Exhibit Space, or for any reason becomes objectionable must be immediately modified or removed by Exhibitor.
- d. **Booth Design Review.** Any island booth 400 square feet or larger, must submit a detailed booth design for review and approval, to exhibits@esri.com, no later than 90 days prior to the event start date.
- e. **Hanging Signs.** Authorization for hanging signs will vary depending on the infrastructure and/or accommodations of the Event Location. Hanging signs are only permitted with island booths having no less than 20 feet x 20 feet of Exhibit Space.
- f. **Onsite Booth Inspection.** Event Management may inspect the appearance of the Exhibit or Exhibit Space prior to show opening. Where necessary, masking drapes will be placed to cover unsightly wires, unfinished back walls, and so forth, at Exhibitor's expense.
- g. **Balloons.** Helium balloons may not be offered or displayed as part of the Exhibit Space unless otherwise specifically permitted by Event Management.
- h. **Food and Beverages.** Outside food and beverages are prohibited in the Exhibit Space and common areas of the Esri Event unless approved by Event Management. Please email exhibits@esri.com for further instructions and approval requests.
- i. **Moving Devices.** Use of flying devices (including unmanned aerial vehicles [UAVs]), remote control devices, or moving vehicles, including, but not limited to, small vehicles, toys, drones, flying blimps, helicopters, and planes, whether remotely controlled or motorized, is strictly prohibited at the Esri Event without the written consent of Esri. Approval may be subject to the rules and regulations of the venue.
- j. **Carpet.** Carpet is required for booth space and available through the General Services Contractor, unless the venue is already carpeted. Throw rugs and other unsecured flooring are not permitted.

5.3 VIRTUAL EXHIBIT SPACE. In addition to the requirements of Section 5.1 above, the following requirements apply to a Virtual Exhibit Space.

- a. **Virtual Listing Review.** All listing content is subject to Esri review and approval no later than sixty (60) days prior to the event start date, or the designated listing due date provided at time of application approval. Failure to provide listing content may result in the removal of the listing and Exhibitor is not entitled to a refund.

6. EXHIBIT HOURS

The Esri Event will be open during the hours set forth by Esri. Setup and teardown of Exhibits may only be done during the setup or teardown hours, unless arranged in advance with Esri and no individual under eighteen (18) years of age will be permitted on the Exhibit floor during physical Exhibit setup or teardown. Exhibits must be fully operational and staffed during the open exhibit as defined in the Exhibit Manual.

7. CANCELLATION BY EXHIBITOR. Exhibitor who has an approved application by Esri may cancel their application by providing Esri written notice. Exhibitor may be entitled to a refund or be required to pay Esri fees still owed subject to the below provisions.

- a. For cancellation requests provided at least sixty (60) days prior to the first setup day of the Esri Event, an Exhibitor, who has paid in full will receive a refund of fifty percent (50%) of the total contracted fee. Exhibitors not paid in full shall owe any outstanding balance up to fifty percent (50%) on the total contracted fee, which shall be paid within thirty (30) days of cancellation.
- b. Exhibitor will not receive a refund for cancellation requests provided without a minimum of sixty (60) days' notice prior to the first setup day of the Esri Event and Exhibitor will owe any outstanding balance on the total contracted fee, which shall be paid within thirty (30) days of cancellation.

8. EXHIBITOR / SPONSOR STAFF REGISTRATION AND BADGES

- a. **Registration.** This Esri Event is private. Esri Event registration is provided directly by Esri or through an authorized Esri international distributor. With prior written approval of Esri, Exhibitor registrations may be provided to employees, contractors, consultants, vendors, partners, customers, or other representatives of Exhibitor, provided a registrant is not a competitor of Esri.
- b. **Badges.** Exhibitor Badges may be obtained at the registration counter or other location designated by Event Management. Badges must always be displayed within the Esri Event. During setup and teardown, special Badges may be assigned to individuals working on the Exhibit Space. These Badges may not be valid during regular conference hours.

9. MINIMUM AGE POLICY

Individuals under eighteen (18) years of age may only be admitted to the Esri Event (i) by invitation, (ii) as permitted as part of a youth geographic information system (GIS) program, (iii) during specifically designated hours (e.g., family night), or (iv) with the written consent of Esri.

10. FIRE REGULATIONS

Physical Exhibit Space construction and décor must conform to applicable fire and building code regulations and the rules of Event Management and/or the Event Location. Combustible or explosive materials may not be used. Cloth and other flammable materials must be flame proofed. All packing materials must be removed from the Exhibit Space.

11. CARE OF PREMISES

For a physical Exhibit, Exhibitor bears the sole responsibility for damage to the Event Location caused by Exhibitor or its agents. Materials may not be pasted, nailed, or otherwise affixed to walls, doors, or other surfaces in a way that might mar, damage, or deface the Event Location. Damage from failure to observe this notice is the responsibility of Exhibitor. Such damage may, at the exclusive option of Event Management, be repaired by Event Management and invoiced to Exhibitor.

Exhibitor must keep the Exhibit Space reasonably clean and free of debris. If Exhibitor does not keep the Exhibit Space or other Event Location areas reasonably clean, such cleaning may, at the exclusive decision of Event Management, be conducted by Event Management and invoiced to Exhibitor.

12. LIABILITY

Exhibitor shall, to the extent allowed by law, defend, indemnify, and hold harmless Event Management against any and all loss, liability, claim, cost, damages, cause of action, or other charges whatsoever resulting from Exhibitor's use of Exhibit Space including, but not limited to, personal injury, death, loss, and/or property damage. Exhibitor has the sole and complete responsibility and liability for its Event Materials.

Exhibitor is solely responsible for the acts of Exhibitor Personnel under this Agreement. Exhibitor will provide Exhibitor Personnel with a complete copy of any Esri Event rules and regulations and will ensure that the activities of Exhibitor Personnel conform to same. Exhibitor agrees to defend, indemnify, and hold harmless Event Management and the other exhibitors from any and all loss, liability, claim, cost, damages, cause of action, or other charges whatsoever resulting from the acts of Exhibitor Personnel.

Event Management is not liable for any loss, liability, claim, cost, damages, cause of action, or other charges due to cancellation, postponement, or failure to perform under this Agreement as a result of causes beyond Event Management's control including, but not limited to, facts or circumstances beyond the control of the Event Location owners and operators, acts of God, war, labor disputes, epidemics or other diseases (non-exclusive examples of a disease include coronavirus, SARS, and Legionnaires), civil disturbances, terrorism (physical, cyber or otherwise), earthquakes or hurricanes or other circumstances beyond Event Management's reasonable control.

Exhibitor releases Event Management from any and all loss, liability, claim, cost, damages, cause of action, or other charges to Event Management and the licensees of Event Management that may arise or be asserted as a result of submission of an Application or participation in the Esri Event.

13. INSURANCE

Exhibitor must have a commercial general liability insurance policy or be legally self-insured for at least one million dollars (US\$1,000,000.00) per occurrence. If required by Event Management, Exhibitor will provide Esri with an insurance certificate evidencing the following as a certificate holder and additional insured:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100

Exhibitor will provide Esri at least thirty (30) days' written notice of policy cancellation, nonrenewal, or decrease in coverage. Insurance certificates issued from international insurance providers must state that the policy is valid within the United States.

Exhibitor waives any and all claims and rights of subrogation that arise, or may arise, in Exhibitor's favor during the Agreement period for any and all loss of, or damage to, any of Exhibitor's property if the loss or damage is covered under Exhibitor's valid and collectible fire and/or extended coverage insurance policies. This waiver is in addition to, and not in limitation of, any other waiver or release. Exhibitor agrees to provide written notice of the terms of this waiver of subrogation to the insurance company from which Exhibitor procures its policies. Exhibitor also agrees to provide written notice and/or instructions to Exhibitor's insurance provider for the proper endorsement of Exhibitor's insurance policies to prevent the invalidation of its insurance policies due to this waiver of subrogation.

If Exhibitor wishes to insure its Event Materials against theft, damage, fire, accident, loss, or liability of any kind, Exhibitor must do so at Exhibitor's own expense.

14. HANDLING OF PERSONAL DATA

Exhibitor shall comply with all data protection, security and privacy laws and regulations and Exhibitor shall remain responsible at all times for any personal data it collects in connection with an Exhibit or sponsorship. Exhibitor shall defend, indemnify, and hold harmless Esri, its officers, directors, employees, and agents (collectively, "Indemnified Parties") against all costs, claims, damages, or expenses incurred by the Indemnified Parties or for which the Indemnified Parties may become liable due to any failure by Exhibitor's, or Exhibitor's employees, agents, or subcontractors to comply with any applicable data protection, privacy, or security laws.

15. GENERAL TERMS

All rights related to the Esri Event are the exclusive property of Esri. The rules and regulations of the Esri Event are subject to change at any time. Esri will make reasonable efforts to notify Exhibitor of any changes.

Esri reserves the right to record the Esri Event, which includes, but is not limited to, the Exhibit, Exhibit Space, Logos, Exhibit Materials, presentations, lectures, functions, and Exhibitor's attendees. Esri may use the footage in Esri marketing and promotional materials without compensation. Any recording of the Esri Event by Exhibitor, including, but not limited to, audio, video, and still photography, and the distribution and/or transmission thereof, are expressly prohibited without the written consent of Esri.

Exhibitor is responsible for truthfully and accurately providing listing information and providing updates for the listing in a timely manner. Esri shall not be responsible for any delays or omissions in the display of such listing or any inaccuracies in the listing. Esri reserves the right to remove any listing for failure to comply with any or all terms or guidelines set forth in the Exhibitor Manual or the Exhibit Space contract. Esri reserves the right to remove data or text from any listing it deems lengthy or inappropriate.

Exhibitor will conduct itself in a professional manner and treat Esri-appointed vendors, Esri employees, and other exhibitors and attendees with respect. Please review Esri's Conference and Community Code of Conduct (link to <https://www.esri.com/en-us/about/events/code-of-conduct>). Failure of Exhibitor, including Exhibitor Personnel, to comply with any of the provisions of this Esri's Code of Conduct may result in the immediate removal of Exhibitor and Exhibitor Personnel from part or all of the Esri Event as decided by Esri at its sole discretion. Exhibitor is responsible for all related removal expenses.

No publicity. Exhibitor will not use Esri's name, logo, or trademarks without Esri's prior written approval. Upon approval, Esri shall provide to Exhibitor Esri's logo guidelines and most current Esri logo or trademark.

This Agreement is governed by the laws of the State of California. The parties agree to the exclusive venue of San Bernardino County, California, for any action brought under this Agreement.

This Agreement, including the Application, Exhibit Manual, any Esri Event rules and regulations, and associated materials, constitutes the complete agreement between the parties.