



# TERMS AND CONDITIONS

**TERMS OF PAYMENT:** The following schedule outlines the required payment schedule for all ESX contracts shown sequentially and on a cumulative basis: A. Payment of 50% of the total exhibit/sponsorship invoice due within 30 days of invoicing. B. Final 50% of the total exhibit/sponsorship invoice due 60 days prior to the event.

**METHOD OF PAYMENT:** Credit cards, checks and wire transfers are all acceptable methods of payment. Payments via credit card will be charged an additional 3% processing fee. Make all checks payable to Electronic Security Association, Inc. and send to:

**Electronic Security Association, Inc.  
PO Box 610605  
Dallas, TX 75261**

If the name of the exhibiting/sponsoring company is different than the name on the check, indicate it on the check. Please calculate your requested exhibit space/sponsorship cost and submit a payment (U.S. currency only) in accordance with the terms. Only the company name listed on this Contract is considered an official Event exhibitor/sponsor. The Exhibitor/Sponsor must make all payments in accordance with the schedule outlined above. The Exhibitor/Sponsor will not be permitted to occupy its exhibit space until full payment is received. Payments submitted in accordance with this Contract will be applied to any outstanding balances with ESA. Exhibitors/sponsors who submit payments that are not honored by their banks will be placed on a cash basis. Any exhibitor/sponsor who does not meet all financial obligations when due, will be charged interest at 1.5% per month (or the maximum allowed by law), together with any fees and costs ESA incurs to recover what it is owed. A \$50 fee will be applied returned checks.

**OCCUPANCY BY EXHIBITOR:** The actual occupancy of the space reserved by the Exhibitor is of the essence. If the Exhibitor does not occupy the space by 10:00 a.m., on the first day of the Event, ESA may occupy or cause said space to be occupied as it may deem best for the interest of the Event without in any way releasing the Exhibitor from liability hereunder. Furthermore, if the Exhibitor does not occupy/staff the space, all rights of Exhibitor will be revoked. Premature dismantling of and/or failure to staff space during the entire show will result in the forfeiture of priority points and a fee up to \$500.

**CANCELLATION BY EXHIBITOR/SPONSOR:** All cancellations must be in writing (return receipt required) and shall become effective when received by ESA. The parties acknowledge that ESA will sustain substantial losses if the Exhibitor/Sponsor cancels this Contract after it has been assigned space/sponsorship(s). Due to the difficulty of determining said losses, the Exhibitor/Sponsor agrees to pay the following as liquidated damages if the Exhibitor/Sponsor cancels its exhibit space/sponsorship(s) on or within the time periods here specified. If the Exhibitor/Sponsor cancels all or part of the exhibit space/sponsorship(s) contracted for hereunder before September 4, 2026. Exhibitor/Sponsor is liable for 50% of the total exhibit space/ sponsorship(s) cost. If cancellation is made on or after September 4, 2026 but before March 6, 2027. Exhibitor/Sponsor is liable for 75% of the total exhibit space/sponsorship(s). If cancellation is made on or after March 6, 2027, Exhibitor/Sponsor is liable for 100% of the total exhibit space/sponsorship(s). (Exception: Contracts signed as part of the priority space selection process may be cancelled in writing without a cancellation fee on or before July 3, 2026. All payments made or due to ESA shall be fully earned and nonrefundable, in consideration for expenses incurred by ESA and its lost or deferred opportunity to provide exhibit space to others. The Exhibitor/Sponsor acknowledges all cancellation fees that may become due hereunder as liquidated damages and are not applicable toward any future ESA produced shows or events. ESA will invoice Exhibitor/Sponsor for cancellation fees in excess of payments; invoices for cancellation fees are due upon receipt.

**CANCELLATION BY ESA:** Exhibitor's/Sponsor's space or sponsorship(s) may be canceled by ESA for failure to make payments when due or failure to comply with Event regulations. If space/sponsorship(s) are canceled by ESA, Exhibitor/Sponsor will be notified in writing. It is further agreed that based on the timing of such cancellation, as evidenced by letter notification, the Exhibitor/Sponsor is liable for the same cancellation charges as referred to above. Upon such cancellation, ESA may lease the canceled space/sponsorship(s) to another exhibitor/sponsor at its discretion. If for any reason beyond ESA's control, ESA determines that the Event must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor/Sponsor understands and agrees that ESA shall not be obligated to refund any of the exhibit fee and/or sponsorship payment to Exhibitor/Sponsor, and that all losses and damages that Exhibitor/Sponsor may suffer as a consequence thereof are its responsibility and not that of ESA. Exhibitor/Sponsor understands that it may lose all monies it has paid to ESA for the Event, as well as other costs and expenses it has incurred directly related to the Event. Exhibitor/Sponsor, as a condition of being permitted by ESA to be an exhibitor in and/or sponsor of the Event, hereby releases ESA, its directors, officers, employees, agents, subcontractors, affiliates, successors and assigns (collectively, the "ESA Parties") from any and all loss which Exhibitor/Sponsor may suffer as a result of the Event cancellation, change of duration, delay or other alterations or changes caused in whole, or in part, by any reason outside ESA's control. The terms of this provision shall survive the termination or expiration of this Contract.

**SPACE/SPONSORSHIP REDUCTION:** A fee of 50% of the difference between the cost of the originally assigned exhibit space/sponsorship(s) and the cost of the reduced exhibit space/sponsorship(s), requested in writing by Exhibitor/Sponsor, will be charged on any reductions requested prior to September 4, 2026. A fee of 75% of the difference between the cost of the originally assigned exhibit space/sponsorship(s) and the cost of the reduced exhibit space/sponsorship(s), requested in writing by the Exhibitor/Sponsor, will be charged on any reductions requested on or after September 4, 2026 and prior to March 6, 2027. The Exhibitor/Sponsor will be responsible for the entire 100% cost of the originally assigned exhibit space/sponsorship(s) regardless of any space/sponsorship(s) reduction requests on or after March 6, 2027.

## **DIRECTORY LISTING/SEPARATE EXHIBITOR/SPONSOR REGISTRATION:**

Only the name of the Exhibitor/Sponsor which appears upon page one of this Contract may be placed in the exhibit space, in the Event's printed list of Exhibitors/Sponsor, on signage and on exhibitor badges. It is further agreed that the Exhibitor/Sponsor shall not assign, share or sublet any part of its exhibit space/sponsorship(s) without the prior written consent of ESA. In the event a request for separate exhibitor registration and/or additional directory listing is approved, a \$995 fee will be charged for each additional company. ESA maintains the exclusive right to publish and distribute the list of Exhibitors/Sponsors. As a service to Exhibitor/Sponsor, ESA will identify in the official directory each Exhibitor/Sponsor who completes and returns the necessary directory listing information by the established deadline; however, ESA will incur no liability for any errors, omissions or format changes in the directory. The Exhibitor/Sponsor agrees to list in the official directory only brands that it manufactures, or brands which are manufactured exclusively for the Exhibitor/Sponsor and which bear the Exhibitor's/Sponsor's name or trademark. Sharing of exhibit space will only be considered for exhibit space of 10x20 or larger.

**REGULATIONS:** It is further agreed that all current and subsequent Event conditions and regulations and the conditions and regulations of the Event facility are made a part hereof as though fully incorporated herein. ESA shall have full and exclusive power in the matter of interpretation, amendment and enforcement of all said conditions and regulations, and any such amendments when made and brought to the notice of the Exhibitor/Sponsor shall be as though duly incorporated herein and subject to the terms and conditions herein set forth. If a dispute or disagreement shall arise between the parties concerning the allotment of or permitted use of exhibition space or concerning interpretation of any of the regulations which are a part hereof, the decision and interpretation of ESA shall be final. This Contract is subject and subordinate to any agreements between ESA and the Event facility and any other facilities utilized by ESA and covering the Event exhibit areas at these properties.

**EXHIBIT SPACE/SPONSORSHIP(S) AMENDMENTS:** This Contract indicates your original exhibit space/sponsorship assignment. Any changes to your assignment will be indicated to you on a contract addendum form or letter. ESA further reserves the right to reallocate exhibit space/sponsorship(s) in the interest of a better showing of exhibits or for any other reason.

**RECEIPT AND REMOVAL OF FREIGHT:** No exhibit or portion thereof may be removed from the Event facility during the Event. Only Exhibitors showing proper exhibit credentials and personal identification will be permitted to take merchandise out of the Event facility. If any Exhibitor fails to remove freight in the allotted move-out time, ESA reserve the right, at the Exhibitor's expense, to ship the freight through a carrier of its own choosing or to place same in a storage warehouse.

**LIABILITY AND INSURANCE:** The Exhibitor/Sponsor and its authorized contractors agree to carry adequate personal and property damage liability and workers' compensation insurance and to indemnify and hold harmless ESA, the Event facility and other facilities utilized by ESA and its contractors, officers, agents and employees against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind, including attorneys' fees resulting from the occupancy of its exhibit space, including any personal injuries, death or property damages sustained by any person. Certificates of insurance must be furnished by Exhibitor/Sponsor if requested by ESA and must be available on-site during the Event. Failure by ESA to request proof of insurance shall not relieve Exhibitor/Sponsor from carrying proper coverage.

**EXHIBIT CONSTRUCTION, DECORATION, SIGNS, ETC.:** All Exhibitors/Sponsors are required to comply with booth construction regulations outlined in the Exhibitor Service Kit ("Exhibitor Kit") provided by the Event's official service contractor (the "Event Contractor"), which regulations and other terms and conditions are set forth in and agreed upon between Exhibitor/Sponsor and Event Contractor in the Exhibitor Kit. It is the Exhibitor's/Sponsor's responsibility to notify ESA and Event Contractor of any exhibitor appointed contractor ("EAC") and to provide any applicable regulations contained in the Exhibitor Kit to each EAC. Exhibitor/Sponsor is solely responsible for the safety of its exhibit. All special booth work must conform with Event exhibit regulations. Such approval and/or compliance with Event regulations does not constitute ESA's approval on the structural safety of any such construction. The Exhibitor/Sponsor and its EAC's remain solely liable for the safety of their exhibit.

Exhibitor/Sponsor may choose any subcontractor provided it meets the applicable Event requirements for an EAC as set forth in the Exhibitor Kit, and it provides ESA with a certificate of insurance no later than 30 days prior to the Event. All bunting, draperies or other fabrics must be fireproofed before use in the decoration of any exhibit. Paper decorations, cut evergreens or branches and balloons are not permitted. The Exhibitor/Sponsor must comply with all laws, regulations and ordinances in force at the Event facility, including the Americans with Disabilities Act.

**EXHIBITOR APPOINTED CONTRACTOR (EAC) APPROVAL:** Use of any EAC is subject to their acceptance by ESA. If an Exhibitor/Sponsor brings an EAC into the Event facility, that Exhibitor/Sponsor is responsible for that EAC's workers' compensation and liability insurance certificates and must send them to ESA, the Event facility, and Event Contractor. Under no circumstances will ESA be responsible for work promised or performed by an EAC.

**OPERATION OF EXHIBITS:** Exhibits must be designed and operated in a manner that respects the rights of other exhibitors and visitors. The following are prohibited: preparation of food, promotional contests that require physical skill, promotion of other industry expositions without prior consent of ESA, and unauthorized taking of photographs. Personnel must be dressed appropriately and confine their activities to the exhibit space of the Exhibitor/Sponsor by whom employed. Exhibitors/Sponsors are responsible for payment of fees, royalties or fines for use of work that is protected by copyright, patent or trademark. ESA reserves the right to prohibit promotions found objectionable. Booths must be staffed at all times during scheduled exhibit hours, unless prior written permission is received from ESA. Booth personnel must be 18 years of age or older.

**SPECIAL ELECTRICAL, CLEANING, CATERING SERVICES, ETC:** For insurance, safety and security purposes, electrical, cleaning, catering, drayage and other special services are provided only when the Exhibitor/Sponsor orders and agrees to pay for these services from the exclusive suppliers authorized to provide such services.

**CHARACTER OF EXHIBITS:** Products eligible to be exhibited include electronic security products and related accessories and services. The Exhibitor/Sponsor agrees to display only its own products, or products exclusively manufactured for, or distributed by, the Exhibitor/Sponsor and which bear the Exhibitor's/Sponsor's name or trademark. ESA reserves the right to order withdrawn from display any items which, in its sole discretion, do not comply with these requirements.

**CONTENT:** ESA reserves the right to exclude the showing of film, photos, games or other software in the exhibit area which are deemed objectionable.

**NOISE ABATEMENT POLICY:** Exhibitors/Sponsors demonstrating audio equipment of any type in an open display should use a sound chamber or acoustically contained area to restrict sound levels from intruding on adjacent exhibits. Exhibit design should be such that speakers face into the booth and not toward the aisles. Demonstrations found to be objectionable due to noise level will be closed down at the discretion of ESA. Exhibitor/Sponsor shall not receive a refund or other compensation from ESA for any action imposed in the enforcement of the noise policy. Exhibitors/Sponsors are responsible for supervising the actions of all visitors and employees operating display equipment located in their exhibit area.

**POLICY ON SELLING:** Over the counter sales (i.e., cash, check and/or credit cards) are not permitted. Only bona fide business orders for future delivery may be taken.

**FOOD SERVICE:** Food and beverage consumed or distributed in any of the exhibit facilities must be purchased through the authorized in-house service supplier.

**RESPONSIBILITY FOR PROPERTY:** In no case will ESA be responsible for theft, loss or damage to Exhibitor's/Sponsor's product or booth. Exhibitor/Sponsor agrees that it is wholly responsible for protecting its property on and off the Event premises. Exhibitors/Sponsors are encouraged to secure their exhibits and products and should insure their property (from the time it leaves their warehouse until it returns) at their own expense.

**PUBLICATION DISTRIBUTION:** Exhibitors/Sponsors may distribute their own written materials from their exhibit but, unless permission is granted by ESA, shall not distribute any materials outside their exhibit. Publication bins, if available, are restricted to approved publications.

**ATTENDANCE:** ESA makes reasonable attempts to attract attendees but does not guarantee specific levels of attendance at the Event.

**ASCAP/BMI:** The Exhibitor/Sponsor is responsible for paying all applicable ASCAP/BMI music licensing fees.

**VIOLATIONS OF REGULATIONS:** If ESA shuts down Exhibitor's booth due to Exhibitor violating ESA's rules and regulations, Exhibitor will not receive a refund or other compensation from ESA.

**INTELLECTUAL PROPERTY MATTERS:** The Exhibitor/Sponsor represents and warrants to ESA that no materials used in or in connection with their exhibit or sponsorship infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor/Sponsor) or other intellectual property rights of any third party. The Exhibitor/Sponsor agrees to immediately notify ESA of any information of which the Exhibitor/Sponsor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Exhibitor/Sponsor agrees to indemnify, defend and hold ESA and the ESA Parties harmless from and against all losses, damages and costs (including attorney's fees) arising out of or related to claims of infringement by Exhibitor/Sponsor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of ESA or any third party. Notwithstanding the foregoing, ESA and the ESA Parties shall not be liable for and expressly disclaim 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 the Exhibitor/Sponsor. The terms of this provision shall survive the termination or expiration of this Contract.

**USE OF NAMES:** ESA, the Event and the Event's logos are registered trademarks owned by ESA. Participation by the Exhibitor/Sponsor in the Event does not entitle the Exhibitor/Sponsor to use such names or logos, except that the Exhibitor/Sponsor may reference the Event and use the Event logos with reference to the Exhibitor's/Sponsor's participation as an exhibitor/sponsor at the Event. Participation in the Event does not imply endorsement or approval by ESA of any product, service or participant and none shall be claimed by any participant.

**INDEMNIFICATION:** Exhibitor/Sponsor agrees that it will indemnify, defend and hold ESA and the ESA Parties harmless from and against (a) the performance or breach of this Contract by Exhibitor/Sponsor, its employees, agents or contractors, including any EACs; (b) the failure by Exhibitor/Sponsor, its employees, agents or contractors, including any EACs, to comply with applicable laws, regulations and ordinances; and (c) the act, omission, negligence, or willful misconduct of Exhibitor/Sponsor, its employees, agents, contractors (including any EACs), licensees, guests, or invitees. Exhibitor/Sponsor agrees that if ESA is made a party to any litigation commenced by or against Exhibitor/Sponsor, or relating to this Contract or the Event premises, then Exhibitor/Sponsor will pay all costs and expenses, including attorneys' fees, incurred by or imposed upon ESA or any of the ESA parties by reason of such litigation. The terms of this provision shall survive the termination or expiration of this contract.

**LIMITATION OF LIABILITY:** In no event shall the facility, the event, ESA or any of the ESA parties be liable to the Exhibitor/Sponsor or any third party hired by or otherwise engaged by the Exhibitor/Sponsor 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 contract or connected in any way with use of or inability to use the services outlined in this contract or for any claim by Exhibitor/Sponsor, even if any of the ESA parties have been advised, are on notice, and/or should have been aware of the possibility of such damages. Exhibitor/Sponsor agrees that ESA parties' sole and maximum liability to exhibitor/sponsor, regardless of the circumstances, shall be the refund of the exhibit fee. Exhibitor/Sponsor agrees to indemnify and defend the ESA parties from any claims brought by a third party hired by or engaged by the Exhibitor/Sponsor. Exhibitor/sponsor agrees to pay all attorney's fees and costs incurred by ESA or any of the ESA parties arising out of, or in any way related to, this contract. exhibitor/sponsor shall be solely responsible for its attorney's fees and costs.

**VEHICLES AND LARGE EQUIPMENT POLICY:** Vehicles, mobile surveillance trailers, and other large equipment displays are permitted only in 10'x20' or larger exhibit spaces. This requirement helps ensure compliance with safety regulations, maintain clear aisle visibility, and prevent encroachment into neighboring booth space or attendee traffic areas.

**MISCELLANEOUS:** Except with respect to ESA's rights set forth in Section 9 hereof, this Contract can only be amended with the written approval of ESA and Exhibitor/Sponsor. This Contract is governed by the internal laws of the State of Texas. The parties consent to the exclusive jurisdiction of the State and Federal courts located in Dallas County, Texas, with respect to any action arising out of this Contract. 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. This Contract may not be assigned by Exhibitor/Sponsor without the prior written consent of ESA. This Contract will be binding on the Exhibitor's/Sponsor's heirs, successors and assigns.

**INITIALS**