

NSAA WINTER TRADESHOWS RULES AND REGULATIONS

All rules and regulations shall be enforced by the NSAA president, the tradeshow staff or the special counsel. Violation of the rules and regulations of the tradeshow will subject the violators to any or all of the following: fines up to \$2500; closing the exhibit immediately, either permanently or temporarily; loss of exhibitor priority based on the point system; loss of right to receive any registration list; removal of the violator from the exhibit hall; and/or expulsion from NSAA membership.

1. EXHIBITORS

NSAA winter tradeshow are annual selling events for NSAA supplier members who provide any product or service relating to a ski area located in the United States (or a ski area in the early stage of development), including but not limited to, concession, maintenance, transportation, promotional products or services, or travel services. All products on exhibition or sold in any exhibitor's booth must be registered with the NSAA office prior to the opening of the show.

2. SHOW COST INCLUSIONS

Exhibit fees include one draped table, and chairs (upon request). Wall space behind exhibits is not guaranteed. Tabletop exhibits larger than 8 ft. wide are prohibited. Any exhibitor with a tabletop display larger than 8 ft. wide will be required to modify or dismantle and remove the display from the exhibit hall. Violators are not entitled to a refund of any kind from NSAA or the regional show site. No exhibitor is entitled to more than one table. Display height restriction is 8 feet.

3. ON-SLOPE DEMONSTRATIONS

On-slope vehicle demonstrators agree to supervise the demonstration of their equipment on designated slope areas and agree to leave these slopes in as good of condition as they found them except for normal wear and tear created by the demonstration process. Vehicle demonstrators also agree to abide by the equipment requirements for the operation of vehicles, which includes: 1. a flashing light on the cab and 2. a back-up alarm. Every vehicle must have a manufacturer's representative in the vehicle when it is being test-driven. Demonstrators of equipment agree to pay the host area for fuel and any materials used for repairs. All companies that plan to demonstrate equipment must contact the appropriate individual at the ski area prior to the published deadline. Those companies that contact the ski area after the deadline will not be allowed to demonstrate their equipment outdoors. All demonstrators of equipment and snowmakers must pay the established fee set at the host area to cover costs of fuel and lubricants for equipment and pumping water, compressed air, etc., for the snowmakers. All snowmaking firms demonstrating equipment outdoors are required to have flow meters in use and thermometers nearby the demonstration area.

4. HOURS FOR ON-SLOPE DEMONSTRATIONS

All exhibitors will adhere to the hours of demonstration and no company will be allowed to operate snowmaking guns before or after the scheduled hours. Snowmaking demonstrators also agree that, although they may bring three pieces of snowmaking equipment to this show, only two pieces may be operated at one time to allow for equal distribution of water, air, and electricity.

5. SET-UP AND DISMANTLE DEADLINES

Each exhibitor shall be responsible for delivery, handling, erecting, and dismantling of his/her own displays and materials by the established deadlines.

6. EARLY CLOSING

Exhibits may not be closed, dismantled, or partially dismantled prior to the closing of the show.

7. BOOTH SHARING

Only members in good standing may participate in the shows. Exhibitors agree to not sublet or apportion to anyone else the space for which they have contracted.

8. CONDUCT

Ethical and dignified conduct is expected of all exhibitors. Exhibitors are responsible for the conduct of their representatives and employees including service personnel and others hired as contractible employees at the NSAA shows.

9. AISLE CONGESTION

No exhibit may be operated in such a way as to block an aisle or otherwise interfere with another exhibitor's booth.

10. SOLICITING

The soliciting of business in the aisles and public areas by exhibitors, their representatives, and/or salesmen is prohibited.

11. PRIVACY

Without specific invitation, no exhibitor, exhibitor's representative, or guest may enter the exhibit area of another exhibitor.

12. ON-SITE CONTRACTS AND PAYMENTS TO EXHIBIT

Contracts and payments to exhibit or attend shall be accepted at the tradeshow only on a space-available basis and only after preregistered exhibitors are set up. Preregistered exhibitors must have their exhibit set up by the established deadline. If an exhibitor/representative has not contacted NSAA by the deadline and if the exhibit space is not set up in time, the exhibitor will be considered a "no show." NSAA reserves the right to sell the exhibit space to the next exhibitor on its waiting list and no refunds will be made to the preregistered exhibitor.

13. CERTIFICATE OF INSURANCE

Exhibitors must name National Ski Areas Association and the host show site as additional insured on their policy with minimum coverage as follows: Comprehensive General Liability (including applicable, umbrella liability coverage), including broad form contractible liability coverage, personal injury, completed operations, and broad form property damage. Limits of liability shall be a combined single limit of liability of \$1 million per occurrence. Workers' Compensation Coverage—Statutory Benefits, including \$100,000 employers liability coverage, with a policy provision containing the "All states endorsement." In addition, all exhibitors of snowmaking equipment and grooming vehicles shall provide NSAA with a certificate of insurance stating the above coverage, 2 weeks prior to the commencement of the show.

14. HOLD HARMLESS AND INDEMNIFICATION

National Ski Areas Association and the host ski area, its owners, authorized representatives, employees, or agents, as well as any affiliated hotels, inns, or ski products or service companies shall not be responsible for any injuries which may arise to the exhibitor, authorized representatives, employees, agents, guests, or invitees during the course of the tradeshow or while participating in any activities including skiing. The exhibitor agrees to indemnify and hold harmless National Ski Areas Association, and the host ski area, its owners, authorized representatives, employees, or agents, as well as any affiliated hotels or inns from injury or loss caused to any authorized representative, employee, agent, or guest of the exhibitor during the tradeshow and in connection with any activities regardless of the nature or cause. In addition, the exhibitor, authorized representatives, employees, or agents agree to indemnify and hold harmless NSAA, the host ski area, affiliated hotels, and inns from injury to any person or property resulting from action or inaction on the part of the exhibitor, its authorized representatives, employees, or agents. This relates to any and all activities carried on by the exhibitor, its authorized representatives, employees, and agents during the course of the tradeshow.

15. ACTS OF GOD

When an "Act of God" or any other cause not within the control of NSAA makes it impossible to permit the exhibitor to occupy the premises or to demonstrate his/her equipment, then in such cases, NSAA and the host ski area, its owners, officers, agents, and employees are jointly released from any and all claims for damages which may arise.

16. CODES, LAWS, ORDINANCES AND REGULATIONS

All pertinent fire codes, laws, ordinances, and regulations pertaining to health fire prevention and public safety shall be strictly obeyed. Nothing shall be nailed, stapled, taped, or otherwise affixed to walls, floors, or any part of the exhibition rooms. All necessary measures for protection of the buildings, equipment, and furniture shall be at the expense of the exhibitor.

17. LAWS, ORDINANCES, RULES, AND REGULATIONS OF JURISDICTION

Each exhibitor warrants that he/she will comply with all applicable laws, ordinances, rules, and regulations having jurisdiction over the exhibit. The exhibitor is responsible for his/her own safety program in compliance with applicable OSHA regulations.

18. COMPLIMENTARY SKIING PRIVILEGES

If complimentary skiing privileges are available at the host ski area, they are limited to the registered employees of the exhibiting companies and their registered spouses only. Complimentary skiing privileges will not be extended to children under any circumstances. Exhibitors agree that the NSAA name badges will not, under any circumstances, be given or loaned to unregistered personnel. Neither NSAA nor the host ski area will be held liable for injuries by attendees at the tradeshow while skiing. Rule #14 shall also apply.

19. COMMUNICATION

All complaints on the part of exhibitors and requests for tradeshow information and assistance should be directed to the NSAA tradeshow office rather than the management of the host ski area.