

PLEASE INITIAL ALL PAGES OF THE APPLICATION AND TERMS, APPLICATIONS WITHOUT INITIALS AND SIGNATURE WILL NOT BE ACCEPTED

APPLICATION PROCESS

To apply:

- Complete, initial each page, and sign the Application.
- Return the completed Application to exhibits@usgif.org.
- Submit payment in accordance with the Payment Terms below.

USGIF will review your Application and notify you upon acceptance. Acceptance does not imply endorsement of Applicant's products or services. Due to limited space availability, submission of this Application does not guarantee acceptance. If the Application is not accepted, USGIF will refund any payment submitted. If accepted, USGIF will return a countersigned copy of the Application. Upon USGIF's delivery of the countersigned copy, the Application, including these Terms & Conditions, becomes the binding agreement between Applicant and USGIF.

BEFORE YOU SUBMIT

- Applications submitted by March 17, 2027: Payment in full is due within 30 days of booth assignment or by March 17, 2027, whichever occurs first.
- Applications submitted after March 17, 2027: Payment in full is due before exhibit space, sponsorships, advertisements, or meeting rooms are assigned or confirmed.
- USGIF may approve alternative payment arrangements at its discretion.

CANCELLATION POLICY

- On or before December 9, 2026: Applicant is responsible for 50% of the Event Fee.
- After December 9, 2026: Applicant is responsible for 100% of the Event Fee.
- All cancellation requests must be submitted in writing.

EXHIBIT SPACE

Prices are per 10' x 10' booth space.

	Member	Non-Member
Industry	\$5,500	\$6,050
Academia	\$2,750	\$3,300
Government/Military	\$3,000	\$3,000
Small Business	\$2,750	\$3,300

**All Small Business spaces are located in 10x10 booth spaces. In order to receive the Small Business booth price, your space cannot be larger than a 10x10. Please note, no structures are permitted in this area.*

If selecting a Small Business space, please provide your NAICS Code which designates your organization as a small business: _____ AND your number of employees: _____ or revenue: _____ (whichever applies to your NAICS Code).

We require _____ booth unit(s). My location selections (in order of preference) are as follows:

1st Choice _____ 2nd Choice _____ 3rd Choice _____

EXHIBIT SPACE PAYMENT CALCULATION

	# of Booths	Cost	Total
Booths			
Start-Up Alley			
EXHIBIT SPACE TOTAL			

All booths must order carpet, electricity, WiFi, furniture, etc. through the Exhibitor Service Center.

Small Business space includes the following package: Carpet, one 6' table, 2 side chairs & a trash bin. All other services must be ordered through the Exhibitor Service Center.

SPONSORSHIPS

DESCRIPTION	Available	USGIF MEMBER		NON-MEMBER		TOTAL AMOUNT
		COST	POINTS	COST	POINTS	
\$70,000+						
Welcome Reception	SOLD	\$85,000	42.50	Member Only	N/A	
\$50,000 - \$69,900						
Main Stage	SOLD	\$60,000	30.00	Member Only	N/A	
Exhibit Hall	1	\$60,000	30.00	Member Only	N/A	
Exhibit Hall Stage	1	\$60,000	33.00	\$66,000	33	
Chairman’s Reception	SOLD	\$55,000	30.25	\$60,500	30.25	
\$26,000 - \$49,900						
Registration	SOLD	\$45,000	24.75	\$49,500	24.75	
Arrival & Welcome Experience	1	\$40,000	22.00	\$44,000	22.00	
Lanyards	SOLD	\$40,000	22.00	\$44,000	22.00	
Classified Day	1	\$35,000	19.25	\$38,500	19.25	
GEOINT Foreword	SOLD	\$35,000	19.25	\$38,500	19.25	
Video Wall	1	\$35,000	19.25	\$38,500	19.25	
Headshot Studio	SOLD	\$35,000	19.25	\$38,500	19.25	
\$20,000 - \$25,900						
Lunch & Learn	SOLD	\$25,000	13.75	\$27,500	13.75	
Branded Networking Area	SOLD	\$25,000	13.75	\$27,500	13.75	
Symposium Bag	SOLD	\$25,000	13.75	\$27,500	13.75	
Exhibit Hall Networking Reception	1	\$25,000	13.75	\$27,500	13.75	
Program Book	1	\$25,000	13.75	\$27,500	13.75	
Wi-Fi	1	\$25,000	13.75	\$27,500	13.75	
Welcome Celebration Supporting Sponsor	4	\$20,000	11.00	\$22,000	11.00	
Innovation Stage	SOLD	\$20,000	11.00	\$22,000	11.00	

SPONSORSHIPS

DESCRIPTION	Available	USGIF MEMBER		NON-MEMBER		TOTAL AMOUNT
		COST	POINTS	COST	POINTS	
\$7,000 - \$19,900						
Exhibit Hall Lunch	2	\$18,000	10.00	\$20,000	10.00	
Notebook	1	\$18,000	10.00	\$20,000	10.00	
AI Translation Experience Sponsor	1	\$15,000	8.25	\$16,500	8.25	
Breakfast Exchange	2	\$15,000	8.25	\$16,500	8.25	
New Member & First Time Reception	1	\$15,000	8.25	\$16,500	8.25	
Young Professionals Reception	1	\$15,000	8.25	\$16,500	8.25	
PM Refreshment Experience Sponsor	3	\$10,000	5.50	\$11,000	5.50	
AM Refreshment Experience Sponsor	3	\$10,000	5.50	\$11,500	5.50	
Sponsored Bar / Signature Drink Activation	4	\$10,000	5.50	\$11,000	5.50	
Hotel Door Hanger	SOLD	\$12,000	4.00	\$8,250	4.00	
Literature Drop	1	\$7,500	4.00	\$8,250	4.00	
Media Press Center	1	\$7,500	4.00	\$8,250	4.00	
Spinning Kiosk	14	\$7,000	3.50	\$7,700	3.50	
\$500 - \$6,900						
Printed Symposium Program - 1/2 Page Ad Promotion	Limited	\$5,000	2.75	\$5,500	2.75	
Golden Ticket Breakfast	SOLD	\$5,000	2.75	\$5,500	2.75	
Printed Symposium Program - 1/4 Page Ad Promotion	Limited	\$3,000	2.00	\$3,500	2.00	
Swag in the Bag	TBD	\$2,500	1.00	\$2,750	1.00	
Program Floorplan Logo Sponsorship	TBD	\$1,500	0.50	\$1,650	0.50	
Carpet Logo	TBD	\$1,000	0.50	\$1,100	0.50	
SPONSORSHIP TOTAL						

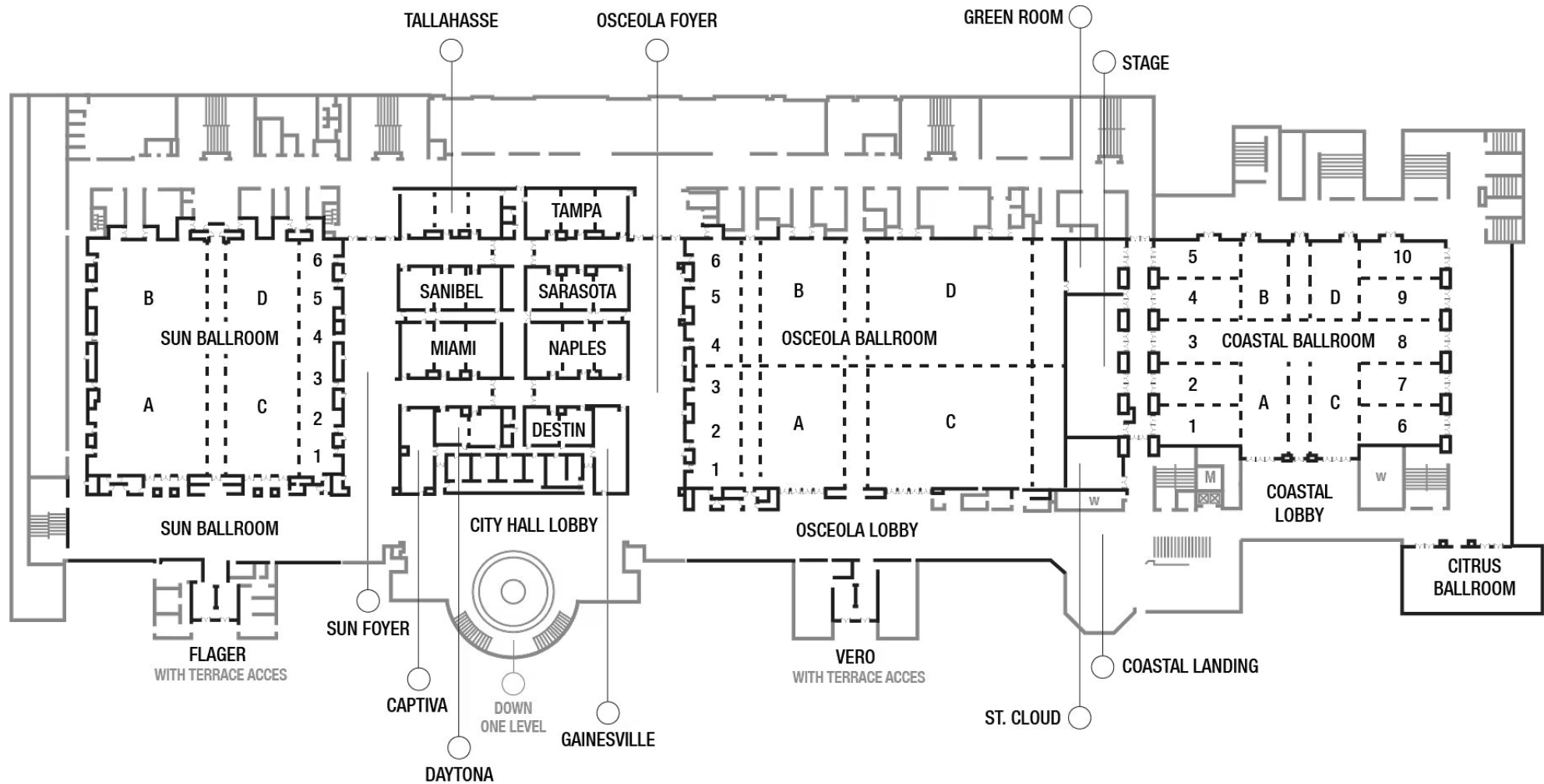
MEETING ROOMS

USGIF has a limited number of meeting rooms available at the Gaylord Palms Resort & Convention Center. Meeting Rooms will be available from Monday, May 17 at 8 AM ET through Wednesday, May 19 at 4PM ET. Please note that furniture, A/V, electrical, floral, and any other show services are at the expense of the exhibitor and should be contracted directly with the appropriate vendor for that particular service.

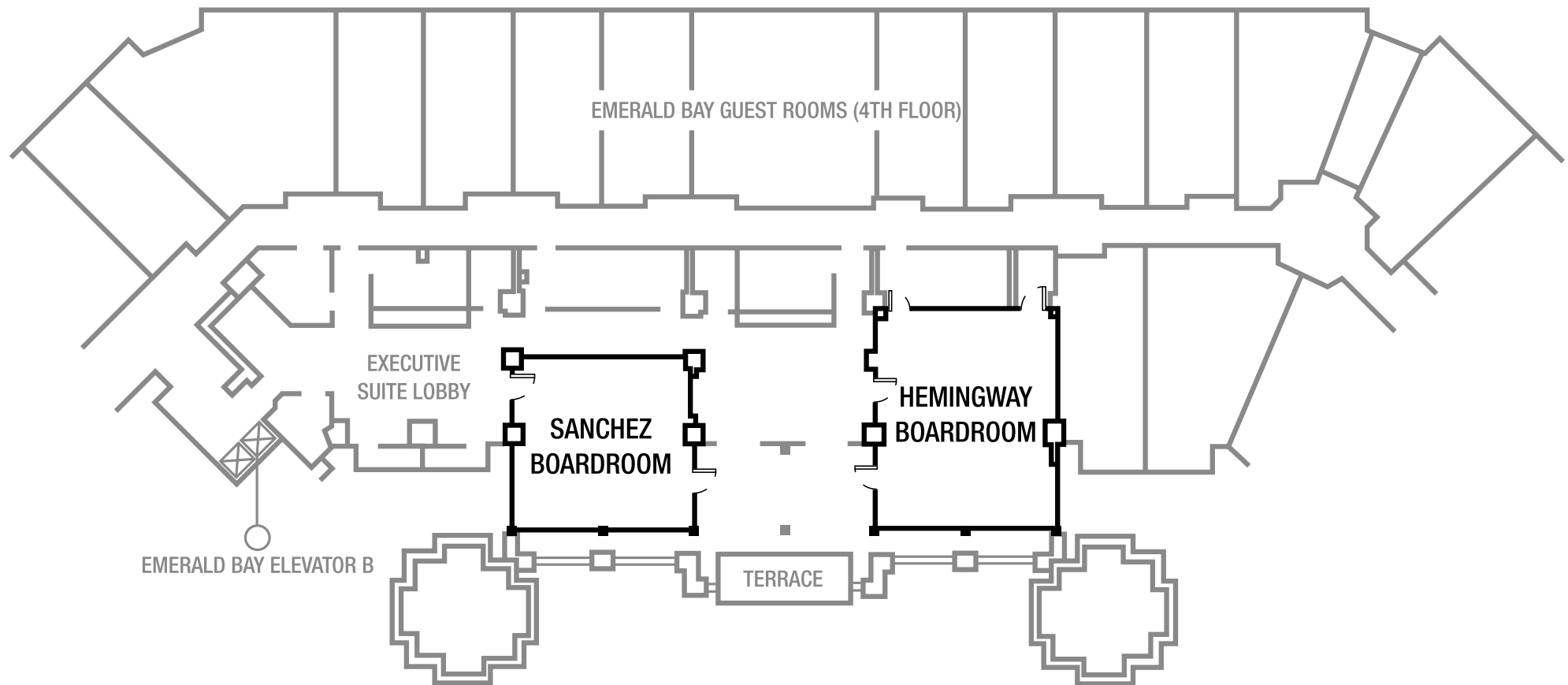
Please number the rooms in order of preference. Requested number of rooms ____

Room	Dimensions	Sq. Feet	Theater	Conference	U-Shape	Member Price	Non-Member Price	Preference
Captiva 1	30 x 23 x 12	676	59	30	21	\$9,500.00	\$10,925.00	SOLD
Captiva 2	31 x 23 x 12	688	59	30	21	\$9,500.00	\$10,925.00	SOLD
Emerald 1	31 x 22 x 9	636	54	30	22	\$9,500.00	\$10,925.00	SOLD
Emerald 2	41 x 26 x 9	1021	114	44	36	\$9,500.00	\$10,925.00	
Emerald 3	27 x 22 x 9	574	49	30	22	\$9,500.00	\$10,925.00	SOLD
Emerald 4	41 x 27 x 9	1058	98	44	36	\$9,500.00	\$10,925.00	
Emerald 5	27 x 22 x 9	573	49	30	22	\$9,500.00	\$10,925.00	SOLD
Emerald 6	41 x 27 x 9	1061	98	44	36	\$9,500.00	\$10,925.00	
Emerald 7	27 x 22 x 9	566	49	30	22	\$9,500.00	\$10,925.00	SOLD
Emerald 8	41 x 26 x 9	1034	102	44	36	\$9,500.00	\$10,925.00	
Flagler	28 x 21 x 12	592	50	22	22	\$9,500.00	\$10,925.00	SOLD
Daytona 1	27 x 24 x 12	592	49	27	28	\$9,500.00	\$10,925.00	SOLD
Daytona 2	27 x 24 x 12	602	53	26	28	\$9,500.00	\$10,925.00	SOLD
Hemingway Boardroom	33 x 28 x 12	752	-	14	-	\$9,500.00	\$10,925.00	HOLD
Miami 1	39 x 24 x 12	858	75	38	29	\$9,500.00	\$10,925.00	SOLD
Miami 2	39 x 24 x 12	858	75	38	29	\$9,500.00	\$10,925.00	SOLD
Miami 3	39 x 24 x 12	887	75	38	29	\$9,500.00	\$10,925.00	SOLD
Naples 1	39 x 23 x 12	882	79	38	29	\$9,500.00	\$10,925.00	SOLD
Naples 2	39 x 24 x 12	848	75	38	29	\$9,500.00	\$10,925.00	HOLD
Naples 3	39 x 24 x 12	872	78	38	29	\$9,500.00	\$10,925.00	HOLD
Sanchez Boardroom	27 x 25 x 12	678	-	12	-	\$9,500.00	\$10,925.00	SOLD
Sanibel 1	30 x 24 x 12	700	58	32	23	\$9,500.00	\$10,925.00	SOLD
Sanibel 2	30 x 24 x 12	642	46	30	23	\$9,500.00	\$10,925.00	SOLD
Sanibel 3	30 x 24 x 12	681	53	30	23	\$9,500.00	\$10,925.00	SOLD
Sarasota 1	30 x 23 x 12	674	46	30	23	\$9,500.00	\$10,925.00	SOLD
Sarasota 2	30 x 24 x 12	644	46	30	23	\$9,500.00	\$10,925.00	HOLD
Sarasota 3	30 x 24 x 12	700	46	30	23	\$9,500.00	\$10,925.00	SOLD
Tallahassee 1	34 x 23 x 12	777	70	34	24	\$9,500.00	\$10,925.00	SOLD
Tallahassee 2	34 x 23 x 12	699	65	34	24	\$9,500.00	\$10,925.00	SOLD
Tallahassee 3	34 x 23 x 12	797	65	34	24	\$9,500.00	\$10,925.00	SOLD
Tampa 1	34 x 24 x 12	794	84	34	24	\$9,500.00	\$10,925.00	SOLD
Tampa 2	34 x 24 x 12	694	65	34	24	\$9,500.00	\$10,925.00	SOLD
Tampa 3	34 x 24 x 12	781	70	34	24	\$9,500.00	\$10,925.00	SOLD

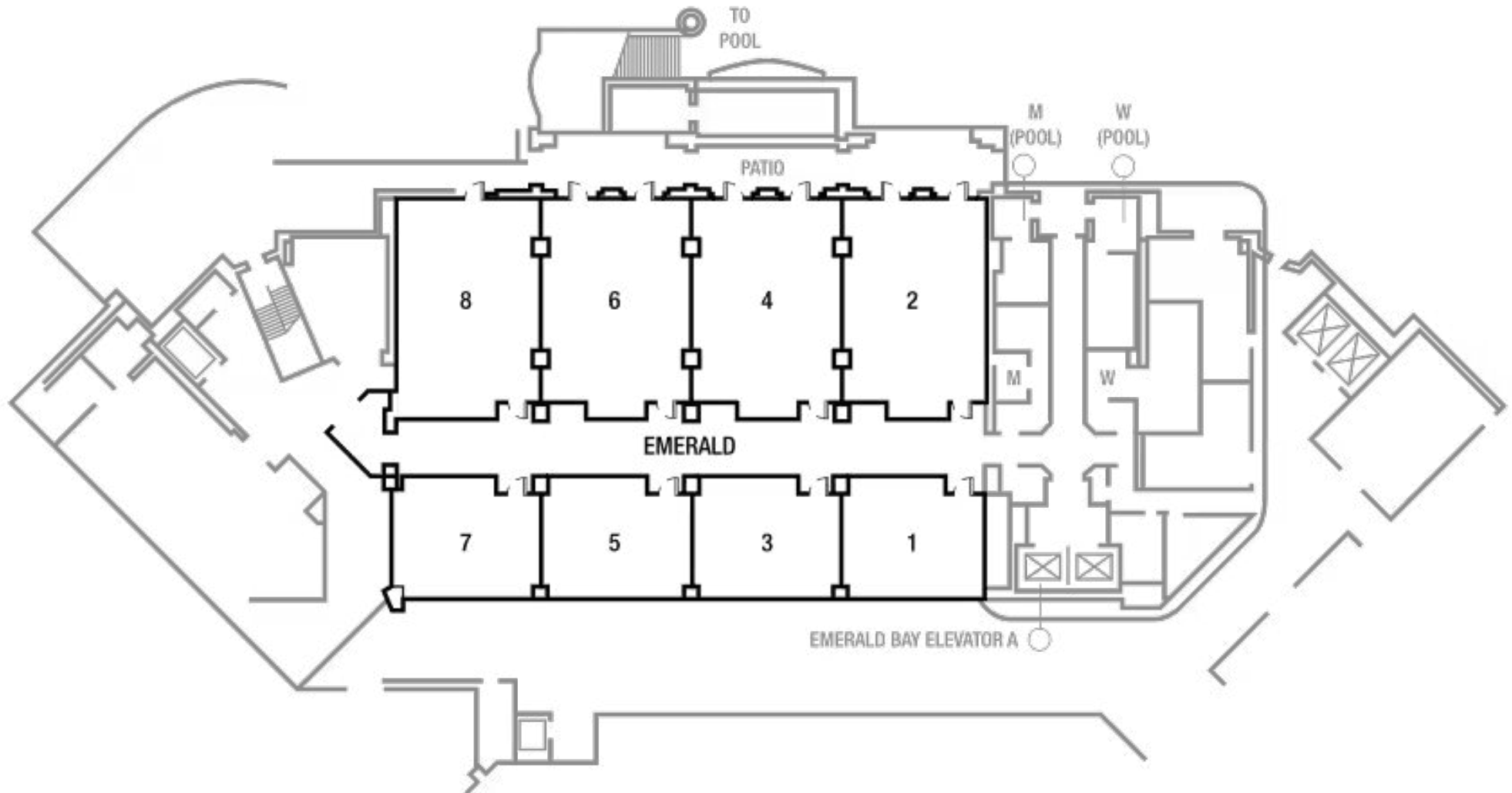
MEETING ROOMS



MEETING ROOMS



MEETING ROOMS



FINANCIALS

(To be completed by Applicant)

Exhibit Space	
Sponsorship(s)	
Meeting Room(s)	
TOTAL DUE	

PAYMENT INFORMATION

Please select your preferred payment method below. As part of the confirmation process, USGIF will send an invoice via email to the email address provided. If a PO is issued, please list it below and USGIF can include it on the invoice. If paying by credit card, a receipt will be generated and emailed to the email address listed below. If a PO is issued, the standard, pre-printed terms and conditions, if any, on the PO will have no legal effects and will not be binding by USGIF.

Credit card information is required to hold space/sponsorship for up to 30 days.

☐ Check (Please make all payments payable to USGIF in U.S. Funds.)

☐ EFT

☐ PO # _____

☐ Credit Card - Bill Me

Total Due: _____

Please add the 3% Administrative Fee (if paying by credit card): _____

Total amount to be charged to card: _____

Interest: All invoiced amounts are due upon receipt of invoice. After the day of the show, unpaid invoices will accrue interest at a rate of 1.5% monthly (18% annual)

FOR USGIF USE ONLY

Exhibit Space assigned _____

Media Assigned _____ Meeting Room(s) Assigned _____

Sponsorship(s) Assigned _____

Date Received _____ Date Accepted _____

Accepted on behalf of USGIF by _____

CONTACT INFORMATION

Organization Display Name _____
(Please list organization name exactly as you want it to appear on the floor plan and website, if different from legal entity name)

Primary Point of Contact _____
(This is the person who will receive updates and planning information regarding GEOINT 2026)

Job Title _____

Address _____

City _____ State _____ ZIP _____

Phone _____

Email _____ Date _____

*Authorized Signature _____

The individual signing this Application represents and warrants that he/she is duly authorized to execute binding contracts on behalf of the above listed Applicant and such organization agrees to be bound by this Application and the attached Terms and Conditions. Booths and sponsorships will not be processed unless a signature is present.

1. Definitions. Capitalized terms not otherwise defined in these Terms & Conditions have the meanings set forth in the Application.

- “Application” means the signed application for the Event.
- “Applicant” means the organization identified on the first page of the Application.
- “Event” means the Trade Show, Symposium, and all scheduled Event activities, including receptions, networking opportunities, and outings, held on the dates identified in the Application.
- “Exhibit Space” means the booth, pavilion, or other exhibit space purchased by Applicant and identified in the Application.
- “Location” means the hotel, resort, or conference center identified in the Application where the Event is held.
- “Party” or “Parties” means Applicant and/or USGIF, as the context requires.
- “Symposium” means the keynote presentations, educational sessions, panel discussions, and breakout sessions held outside the exhibit hall during the Event.
- “Trade Show” means the exhibit hall trade show conducted during the Event.

2. Permitted Use; Restrictions.

(a) Permitted Uses: Applicant may use only the Exhibit Space and the media opportunities, sponsorships, and meeting rooms identified in the Application and purchased by Applicant (collectively, the “Opportunities”) to promote and educate Event attendees about Applicant’s products and services.

Applicant may purchase multiple Exhibit Spaces and sublet or assign such Exhibit Spaces to third parties (“Sub-Lessees”) only with USGIF’s prior written consent, which may be withheld or conditioned in USGIF’s sole discretion. Applicant remains fully responsible for ensuring that all Sub-Lessees comply with the Contract, including these Terms & Conditions, and shall be liable for any breach by a Sub-Lessee. USGIF may require the immediate removal of any Sub-Lessee that violates the Contract, at Applicant’s expense.

(b) Restrictions: Applicant’s materials, Representatives, demonstrations, and activities must remain within Applicant’s assigned Exhibit Space unless otherwise authorized in writing by USGIF. Applicant may not:

- Promote products or services outside its assigned Exhibit Space.
- Solicit or distribute promotional materials in aisles, lobbies, or other common areas.
- Represent, advertise, or distribute materials on behalf of another organization or individual without USGIF’s prior written approval.
- Engage in conduct that, in USGIF’s sole discretion, is disruptive or detrimental to USGIF, the Event, or other participants.

Potentially combustible or explosive materials must be flameproof. Packing materials, cartons, and similar items may not be stored under tables, behind displays, or in aisles. Alcoholic beverages are prohibited within the Trade Show unless expressly authorized in writing by USGIF. Hazardous materials or equipment are prohibited.

(c) Compliance: Applicant, its Representatives, and any approved Sub-Lessees are admitted to and may participate in the Event only in accordance with the Contract. USGIF and Event management reserve the right to remove any individual or materials that do not comply with the Contract without liability for any resulting costs, expenses, or damages.

3. Installation, Staffing, and Removal.

(a) Installation: Applicant is responsible for installing, or arranging for the installation of, its exhibit within the assigned Exhibit Space before the installation deadline specified in the Exhibitor Service Manual.

If Applicant fails to install its exhibit by the required deadline or otherwise fails to comply with the Contract or the Exhibitor Service Manual, USGIF may take possession of the Exhibit Space and reassign or resell it, in whole or in part. In such event, Applicant is not entitled to a refund of any fees paid and remains responsible for payment of any outstanding fees due under the Contract.

(b) Staffing and Removal: Applicant’s Exhibit Space must remain properly maintained, fully staffed, and intact throughout all published Event hours. Applicant may not begin dismantling, packing, removing exhibit materials, or vacating its Exhibit Space before the official close of the Trade Show, as specified in the Exhibitor Service Manual.

Any Applicant that removes its exhibit early or fails to staff its Exhibit Space during Event hours may, at USGIF’s sole discretion, be removed from future Events and may have its exhibit materials removed without compensation or reimbursement. Applicant must remove all exhibit materials from the Location by the deadline established in the Exhibitor Service Manual.

Applicant is responsible for reimbursing USGIF for any costs incurred as a result of materials left behind or damage caused by Applicant, its Representatives, or its Exhibitor Appointed Contractor, including, but not limited to, cleaning, repair, storage, disposal, or handling charges.

4. Protection of Facilities and the Public. Applicant shall use the Location in a safe and lawful manner and shall ensure that its Representatives, contractors, invitees, and guests do the same. Applicant may not use, or permit the use of, the Location in any manner that:

- Violates any applicable federal, state, or local law, regulation, ordinance, or code;
- Violates the rules, policies, or requirements of USGIF or the Location;
- Increases the insurance risk or premiums associated with the Location;
- Creates a nuisance or interferes with the operation of the Event;
- Causes damage to the Location or its property; or
- Otherwise jeopardizes the safety of the Event, its participants, or the Location.

5. Floor Load. The weight of all equipment, displays, and exhibit materials must not exceed the floor load limits established by the Location, as set forth in the Exhibitor Service Manual or otherwise communicated by USGIF or the Location.

6. Lotteries and Contests. Drawings, sweepstakes, raffles, lotteries, or similar promotional activities that require the purchase of a ticket or entry fee are prohibited unless approved in advance in writing by USGIF and conducted in accordance with all applicable laws.

Any approved drawing or contest:

- Must be open to all Event attendees, except persons under 18 years of age, exhibitors, and USGIF staff.
- Must be conducted entirely within Applicant’s assigned Exhibit Space.
- Must not interfere with neighboring exhibitors or disrupt the Event.
- Must clearly display the rules of the promotion, including the drawing time and how winners will be announced or notified.

USGIF reserves the right to participate in, endorse, or announce approved drawings or contests at its sole discretion. sole liability for such removal will be to refund the fee paid by the Applicant as specified on the Application on a pro-rata basis for the period of the Event remaining at the time of removal; in all other cases, the Applicant will not be entitled to any refund of fees paid.

7. USGIF’s Right of Control. USGIF reserves the right, at its sole discretion and at Applicant’s expense, to:

- Relocate Applicant’s Exhibit Space when necessary.
- Require the modification or removal of any exhibit, display, material, or activity that USGIF determines is objectionable, inconsistent with the character of the Event, or otherwise not in the

Event's best interests.

- Remove any exhibit, display, material, or Representative that does not comply with the Contract or differs materially from the information provided in the Application.
- Suspend or discontinue demonstrations, presentations, interviews, audio, visual, or other activities that interfere with neighboring exhibitors or the operation of the Event.
- Establish and enforce Event admission policies.
- Limit the number of Exhibitor badges issued to Applicant.
- Remove Applicant or its Representatives from the Event for a violation of the Contract.

If USGIF removes Applicant or its materials under the circumstances described in the second or third bullet above, Applicant's sole remedy shall be a prorated refund of the applicable Event Fee for the remaining portion of the Event.

For all other actions taken under this Section, USGIF shall have no obligation to refund any portion of the Event Fee or any other fees paid by Applicant.

8. Security. Any security provided by USGIF during the Event is for the benefit of the Event as a whole and shall not be construed as an assumption of responsibility for the security of Applicant's property, materials, or personnel. Applicant is solely responsible for safeguarding its property and assumes all risk of loss, theft, or damage. All Event participants, including Applicant and its Representatives, attend and participate in the Event at their own risk.

9. Advertising, Meetings, and Social Activities. To support the success of the Event, Applicant may not schedule or host meetings, receptions, outings, hospitality events, or other activities that conflict with published Event hours or encourage attendees to leave the Event.

Sponsorships, advertisements, displays, demonstrations, conferences, entertainment, hospitality rooms, and similar promotional activities are permitted only with USGIF's prior written approval and payment of any applicable fees.

10. Admittance During Non-Trade Show Hours. Applicant's Representatives may enter the Trade Show up to thirty (30) minutes before the scheduled opening of the exhibit hall, unless otherwise authorized in writing by USGIF.

Access for exhibit installation and dismantling shall be governed by the schedule set forth in the Exhibitor Service Manual. Temporary badges may be required during installation and dismantling periods.

11. Representatives and Exhibitor Appointed Contractors. Applicant's Representatives at the Event must be employees of Applicant. An Exhibitor Appointed Contractor ("EAC") is not required to be an employee of Applicant.

During Event hours, all Representatives must:

- Wear the Exhibitor badge issued by USGIF.
- Conduct business only within Applicant's assigned Exhibit Space.
- Maintain a professional appearance and conduct appropriate for the Event.

Applicant may designate an EAC to assist with the installation and removal of its exhibit. Applicant must notify USGIF in writing of the identity of its EAC at least sixty (60) days before the Event.

Applicant is responsible for ensuring that its EAC complies with the Contract, including these Terms & Conditions and the Exhibitor Service Manual, and remains fully responsible for any violation committed by its EAC.

12. Copyrighted Materials. If Applicant intends to use, display, perform, or distribute any copyrighted materials, including music, videos, images, or third-party trademarks, during the Event, Applicant is solely responsible for obtaining all required licenses, permissions, and approvals. Upon request,

Applicant shall provide USGIF with copies of the applicable licenses, consents, or other authorizations before the Event.

13. Use of Names and Logos.

(a) USGIF Names and Marks

The names United States Geospatial Intelligence Foundation and USGIF, along with all associated logos and trademarks, are the exclusive property of USGIF. Except as expressly authorized in a separate written agreement, Applicant may not use USGIF's name, logos, or trademarks in any advertising, promotional materials, or other communications. All rights not expressly granted are reserved by USGIF.

(b) Applicant License to USGIF

Applicant grants USGIF a non-exclusive, perpetual, fully paid license to use, reproduce, and display Applicant's name, trade names, logos, and product names in Event directories and promotional materials related to the Event. USGIF is not responsible for errors or omissions in such materials.

14. Compliance with Laws, Regulations, and Rules. Applicant and its Representatives shall comply with:

- All applicable federal, state, and local laws, regulations, ordinances, and codes.
- All applicable fire, safety, health, and accessibility requirements.
- The Contract, including these Terms & Conditions.
- The Exhibitor Service Manual.
- All rules and requirements established by the Location.

Applicant is responsible for obtaining, at its own expense, any permits, licenses, approvals, or equipment required for its exhibit, demonstrations, or other activities conducted during the Event.

15. Americans with Disabilities Act. Applicant is responsible for ensuring that its Exhibit Space complies with the requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, and all other applicable accessibility laws and regulations.

16. Union Restrictions. Applicant is responsible for complying with all applicable union rules, regulations, and labor agreements governing the Event, as communicated by USGIF or the applicable union. USGIF is not responsible for delays, disruptions, or interruptions to the Event resulting from labor disputes involving Applicant or its Representatives.

17. No Warranty. USGIF provides the Opportunities and the items identified in the Exhibitor Service Manual "AS IS" and "WHERE IS," without any representations or warranties of any kind, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose, to the fullest extent permitted by applicable law.

18. Waiver of Consequential Damages; Limitation of Liability.

(a) Waiver of Consequential Damages

To the fullest extent permitted by applicable law, USGIF shall not be liable for any consequential, incidental, special, exemplary, punitive, or indirect losses, liabilities, damages, settlements, fines, penalties, fees, expenses, or costs (including reasonable attorneys' fees) arising out of or relating to the Contract or the Event, whether based in contract, tort (including negligence), statute, or otherwise, including, without limitation, loss of goodwill, use, or profits.

(b) Limitation of Liability

To the fullest extent permitted by applicable law, USGIF's total aggregate liability for any claim arising out of or relating to the Contract or the Event shall not exceed the total amount of fees actually paid by Applicant to USGIF under the Contract.

19. Failure to Hold Event. If the Event, or any portion of the Event, is canceled due to circumstances beyond USGIF's reasonable control, including, but not limited to, acts of God (such as fire, tornado, hurricane, flood, earthquake, or other severe weather events), pandemic, war, terrorism, civil unrest, strikes, lockouts, labor disputes, government action or inaction, or catastrophic telecommunications failures, the Contract shall automatically terminate.

Upon such termination, USGIF will refund to Applicant the fees paid in connection with the Application, less Applicant's pro rata share of USGIF's actual expenses incurred in connection with the Event.

Except as expressly provided in this Section, neither Party shall have any further obligation to the other, and Applicant waives any claim for additional damages or compensation arising from the cancellation of the Event.

20. Indemnification. To the fullest extent permitted by applicable law, Applicant shall defend, indemnify, and hold harmless USGIF, its affiliates, the Location, Event contractors, and each of their respective officers, directors, employees, agents, sponsors, members, successors, and assigns (collectively, the "Indemnitees") from and against any losses, liabilities, damages, claims, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Applicant's participation in the Event.
- The acts or omissions of Applicant, its Representatives, EACs, Sub-Lessees, contractors, agents, invitees, or employees.
- Applicant's breach of the Contract.
- Applicant's failure to comply with applicable laws, the Exhibitor Service Manual, or USGIF's written requirements.
- Claims involving intellectual property infringement arising from Applicant's exhibit, materials, or activities.
- Damage to property or injury to, or death of, any person caused by Applicant or its Representatives
- Fraud, theft, or other intentional misconduct by Applicant or its Representatives.

21. Insurance. Applicant shall obtain and maintain, at its sole expense, commercial general liability and fire insurance with a minimum combined single limit of \$1,000,000 throughout the term of the Contract. No later than sixty (60) days before the first day of the Event (or such other date as specified by USGIF), Applicant shall provide USGIF with a Certificate of Insurance ("COI") evidencing the required coverage and naming the Indemnitees as additional insureds.

If Applicant fails to provide the required COI by the applicable deadline, USGIF may, in its sole discretion, refuse delivery of Applicant's exhibit materials or otherwise deny participation in the Event without liability for any resulting costs, expenses, or losses incurred by Applicant.

22. Governing Law; Dispute Resolution; Waiver of Jury Trial.

(a) Governing Law

This Contract and any dispute arising out of or relating to the Contract or the Event shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law principles.

(b) Dispute Resolution

Mediation. At USGIF's sole election, any dispute arising under or relating to the Contract may first be submitted to mediation. If the Parties cannot agree upon a mediator, the mediator shall be selected in accordance with the procedures set forth in this Section. Unless otherwise agreed, each Party shall bear its own costs of preparing for mediation, and the Parties shall share the mediator's fees equally. Upon resolution of the dispute, costs and expenses shall be allocated as provided below.

Litigation. If a dispute is not resolved through mediation, Applicant consents to the exclusive jurisdiction and venue of the state and federal courts located in Fairfax County or the City of Alexandria, Virginia, and waives any objection to such jurisdiction or venue.

Prevailing Party. The prevailing Party in any legal action arising from or relating to this Contract shall be entitled to recover its reasonable attorneys' fees, expert fees, court costs, and other reasonable litigation expenses.

(c) Waiver of Jury Trial

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE EVENT.

23. Violations and Termination. If Applicant breaches the Contract or otherwise fails to perform any of its obligations, including, without limitation, payment of fees, maintenance of the required insurance, timely delivery of the Certificate of Insurance (COI), compliance with applicable laws, or compliance with the requirements governing use of the Location, USGIF may, at its sole discretion, immediately terminate the Contract.

Upon termination, Applicant's rights and privileges under the Contract shall immediately cease. Without limiting any other rights or remedies available to USGIF, USGIF may take possession of Applicant's Exhibit Space or other reserved Opportunities and remove Applicant's materials from the Event.

Termination of the Contract does not relieve Applicant of any payment obligations or other liabilities incurred prior to termination.