

ICBND EXPOSITION AGREEMENT

1. Exhibition Objectives

Independent Community Banks of North Dakota (hereinafter also referred to as "ICBND") shall mean it and its officers, agents or employees active for it, in the management of the Exposition. The principal purpose of the Exposition is to offer community bankers the opportunity to examine the latest products and services available for their financial institution. No exhibitor shall engage in any activity inconsistent with this principal purpose. ICBND reserves the right to refuse space to any applicant for exhibition space, or to restrict the use of any materials, that, in the sole discretion of ICBND, are unlikely to contribute to the overall objective(s) stated above.

2. Assigning Booths

Booth locations are assigned on a first-come, first-served basis. ICBND shall consider Exhibitor preferences and use its best efforts to locate booths in one of the locations requested and to provide physical separation from the booths of those competitors from whom Exhibitor has requested such separation. ICBND reserves the right to change locations assignments at any time, as it may in its sole discretion deem necessary.

3. Exposition Schedule*

Monday, September 21

8:00 am - 3:00 pm Exhibitor Set Up

5:00 pm - 9:00 pm Theme Party & Exhibitor Tradeshow

- PAC Silent Auction, PAC Liquor Raffle, Walk-A-Thon, Preferred Customer, Booth Prize Drawings
- Full Buffet Meal & Drinks Served in Exhibit Area

9:00 pm - 10:00 pm Exhibitor Tear Down

*Schedule Subject to Change

4. Storage

Exhibitors shall be responsible for hauling all crates, boxes and packing materials away from the hotel and storing them away from the exhibit hall for the duration of the Exposition. Exhibitor shall be responsible for ensuring that all packing materials are kept in crates or boxes. Any materials not stored in this manner shall be considered refused and discarded.

5. Handling

Exhibitor shall make its own arrangements for shipment, delivery, receipt and storage of all materials and empty crates. If you are mailing anything for your booth in advance, mail it directly to the Theodore Roosevelt Medora Foundation, 405 E River Road S, Medora, ND 58645. Please note on the shipping label your company's name, the name of the person picking up the package, and that it will be for the ICBND Convention.

6. Use and Care of Exhibit Space

No part of the exhibit may be more than ten feet in height, the sides and the front of the exhibit may be no more than four feet in height. No part of an exhibit shall obstruct the view of adjacent booths. Exhibits shall not be unduly noisy, glaring, or otherwise objectionable. Audio-visual and other sound effects will be permitted only where and when

they do not interfere with activities in adjacent booths. Business Music Industry/American Society of Composers, Authors & Publishers fees for recorded or live music within the rented booth space is the responsibility of the Exhibitor. The Exhibitor shall maintain his exhibit in good order at his own expenses. **If you are in need of electricity at your booth, you will need to bring your own extension cords. There will be limited access to power.** Exhibitors shall comply with any municipal, state, and federal laws, rules and regulations, including, but not limited to, fire and safety codes, building codes, the requirements of the Americans with Disabilities Act, and all laws relating to access by disabled persons. Please do NOT use pins or adhesive on the table linens.

7. Subletting Space

Exhibitors may not sublet or assign any part of their booth space, nor advertise or display goods or services other than their own. Exhibition advertisements and displays must conform to the statement in the Exhibitor's application describing displays.

8. Failure to Occupy Space

Unless prior approval for delayed occupancy is received from ICBND, any exhibit booth not occupied by 4:00 pm, on Monday, September 21, 2026, will be forfeited by the Exhibitor, and may be reassigned or used by ICBND without refund to Exhibitor.

9. Social Functions

Exhibitors may not conduct competing social functions in the exhibit area during the convention. Exhibitors may conduct social functions at the hotel only with the written approval of ICBND. Social functions shall be by invitation only and shall be scheduled at a time which will not interfere with ICBND scheduled activities. ICBND must approve the function(s) and receive a copy of the invitation two weeks in advance of mailing.

10. Cancellation by Exhibitor

If the Exhibitor notifies ICBND in writing by July 15, 2026, that it will not occupy the exhibit space stated herein, a full refund less \$25 will be given. A 50% refund will be given if cancellation is sent by August 3, 2026. No refund of any fees, including the deposit fee, will be made if such notice is received after August 3, 2026.

11. Liability and Indemnity

Exhibitor assumes sole responsibility and liability for all damages or injuries arising out of, resulting from, or in any manner connected with its exhibit (including installation and dismantling) that may be suffered by (a) Exhibitor and his/her employees and representatives, (b) other Exhibitors and their employees and representatives, (c) convention delegates, guests or visitors, (d) the convention center, hotel, motel, or convention hall and the owners, employees and representatives thereof, and (e) any other persons lawfully on or about the convention premises. Exhibitor agrees to indemnify and hold harmless ICBND and its subsidiaries and affiliates, their shareholders, directors, officers, employees, agents, successors and assigns, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits costs, expenses, including reasonable attorney's fees, or disbursements of any kind of nature whatsoever, which may be imposed on, incurred by or asserted

against ICBND in any way relating to or arising out of this Agreement and/or Exhibitor's use of exhibit booths at the Exposition. The Exhibitor further agrees to obtain, maintain and pay for general insurance coverage in amounts sufficient to insure against the liability assumed pursuant to the provisions of this section. ICBND shall not be liable for failure to deliver exhibit space to an Exhibitor as contracted for here in due to causes beyond ICBND's control. In such event ICBND will reimburse fees paid hereunder, less expenses incurred by ICBND including advertising, administration and related expenses.

12. Violations

In the event of violation of this Agreement, ICBND may evict Exhibitor from the exhibit booth and/or have exhibit materials removed. No fees will be returned to Exhibitor and the Exhibitor shall be liable to ICBND for the costs associated with such eviction, less fees paid. In addition to the remedies provided in this Agreement, ICBND shall have and may exercise all other remedies afforded to it by law for costs or damages suffered on account of such violations.

13. Interpretation and Amendments

ICBND reserves the right to interpret and amend the rules in the ICBND Exposition Agreement as it deems proper, to ensure the success of the Exposition and further its educational purposes.

14. Consent to Use of Photographic Images

Registration and attendance at, or participation in, ICBND meetings and other activities constitutes an agreement by the registrant to ICBND's use and distribution (both now and in the future) of the registrant's or attendee's image or voice in photographs, videotapes, electronic reproductions and audiotapes of such events and activities.

15. Rules

All matters, issues or questions not covered by these Rules are subject to the sole decision of ICBND.



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