

## International Mass Timber Conference | Terms & Conditions

1. **DEFINITIONS.** Below is a definition of the contract terms:

- "Conference" or "Event" shall mean the 2026 International Mass Timber Conference currently scheduled to be held March 31 – April 2, 2026 ("Conference Dates") at the Oregon Convention Center located in Portland Oregon ("Facility").
- Trifecta Collective LLC owns, produces and manages the International Mass Timber Conference. As used hereinafter, the term "IMTC" means, collectively, Trifecta Collective LLC and IMTC Acquireco LLC, and each of its officers, directors, shareholders, agents, subsidiaries, affiliates, representatives, employees and assigns, unless the context requires otherwise.
- "Exhibitor" means the entity or individual that applied for exhibit spaces and/or sponsorships and each of its employees, officers, directors, agents, shareholders, contractors, representatives, and invitees, as applicable.
- The term "Contract" means this agreement, all amendments, and modifications thereto, and all other materials, documents, Rules & Regulations expressly incorporated herein by reference.

2. **CONTRACT ACCEPTANCE.** The Contract shall become binding and effective only when the Exhibitor has checked the "Accept" button or Signed Page One agreeing to the Terms & Conditions; and if accepted by an authorized representative of IMTC. The final exhibit space specifics and location may be different from the Exhibitor's original requests. IMTC reserves the right to deny access to any company.

3. **QUALIFICATIONS OF EXHIBITOR.** IMTC, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Conference. Eligibility is generally limited to persons or firms who manufacture, remanufacture, or supply products, tools, equipment, supplies, or services used in mass timber manufacturing and building construction. IMTC reserves the right to restrict or remove any exhibit which IMTC, in its sole discretion, believes is non-relevant, objectionable, or inappropriate.

4. **ASSIGNMENT OF SPACE.** Initial space assignments will be made during the space draw. Contracts and deposits must be received on or before July 1 to qualify for the space draw. All contracts and deposits received after space assignment will be assigned on a first-come, first-served basis. Any such assignment does not imply that similar space will be assigned for future Conferences. IMTC may change the date of the space draw without notice. IMTC reserves the right to change the floor plan or the location of an Exhibitor's booth if IMTC in its sole discretion determines that to do so is in the best interest of the Conference. IMTC will consider requests to keep certain companies from being next to each other; however, there is no guarantee that by making this request you will not be located next to one of these companies. IMTC assumes no responsibility in such instances.

5. **CHANGE OF SPACE.** IMTC has the right, in its sole discretion, to change an Exhibitor's space assignment after the acceptance of this Contract if it is deemed to be in the best interest of the Conference. In the event of a relocation, Exhibitor will be notified of the change and IMTC will make reasonable efforts to ensure that any reassignment of space is to the same general style and size as Exhibitors original space. If a reduction of space is necessary, Exhibitor will be reimbursed on a pro-rated basis.

6. **USE OF SPACE.** The space contracted for is to be used solely by and for the Exhibitor whose name appears on the Contract, and it is agreed the Exhibitor will not sublet nor assign any portion of same without the prior written consent of IMTC. Please refer to the Exhibitor Service Manual for complete booth specifics and regulations.

7. **PAYMENTS.** 100% payment is due when contracting. If the Exhibitor fails to make timely payments required by this Contract or otherwise breaches any of its obligations under this Contract, IMTC may immediately terminate this Contract (and Exhibitor's participation in the Conference) by providing written notice to Exhibitor of such termination. IMTC shall have no obligation to refund monies previously paid. IMTC reserves the right to refuse Exhibitor permission to move in and set up if Exhibitor has an outstanding balance. IMTC is expressly authorized to occupy, reassign, or utilize the space at our sole discretion. IMTC reserves the right to terminate this contract at any time.

8. **CREDIT CARDS.** IMTC is a PCI compliant company and as such we are prohibited from receiving card holder data via email or any other unsecured method where card holder data can be stored. Exhibitor authorizes IMTC to charge to the credit card provided according to the Contract payment terms. If the credit card is declined, the Exhibitor acknowledges they are responsible for the full contracted amount. Cancellation and refund requests are subject to Clause 10. Exhibitor acknowledges and agrees they are obligated to pay the with credit card company in accordance with the credit card account agreement. Exhibitor agrees to resolve any inquiry or dispute concerning credit card charges with IMTC. By executing Contract, it is confirmed that you have read and agreed to these terms.

9. **WIRE/ACH.** IMTC is not responsible for any losses suffered due to third party fraud or misdemeanor, including, without limitation, false change of bank account communications, identity theft and other scams. Payments into IMTC's designated bank account shall only satisfy the Exhibitor's payment obligations under this Contract. If you receive any communication notifying of a change in IMTC's designated bank account, you should verify the authenticity of the change with IMTC. If IMTC does not receive payment by the established due dates IMTC may immediately terminate this Contract.

10. **CANCELLATION BY EXHIBITOR.** If the Exhibitor desires to cancel this Contract, the Exhibitor may only do so by giving written notice with evidence of receipt by IMTC. If the cancellation is received by October 24, 2025, then Exhibitor will remain liable for 50% of the total exhibit fee. Otherwise, the Exhibitor will remain liable for 100% of the total fees. Exhibitor will remain liable for 100% of all fees paid or payable in respect of sponsorships, regardless of when this Contract is executed or cancelled by Exhibitor.

These amounts are considered liquidated and agreed upon damages, for the injuries IMTC will suffer as a result of the cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability and, if applicable, the cancellation of sponsorships, in each case at a time when other parties would be interested in such space and/or products, will cause IMTC to sustain damages that will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Contract as a valid pre-estimate of these damages. IMTC reserves the right to treat the Exhibitor's downsizing of booth space as cancellation of the original space and purchase of new booth space, which may require the Exhibitor to move to a new location.

11. **CANCELLATION OF THE EVENT.** If IMTC cancels the Conference due to circumstances beyond the reasonable control of IMTC (such as acts of God, acts of war, governmental emergency, pandemic, labor strike or unavailability of the Exhibit Facility), IMTC shall refund to each Exhibitor its exhibit space rental payment and/or any sponsorship payments previously paid, minus a share of costs and expenses incurred by IMTC, in full satisfaction of all liabilities of IMTC to Exhibitor. IMTC reserves the right to cancel, re-name or re-locate the Conference or change the dates on which it is held. If IMTC changes the name of the Conference, re-locates the Conference to another Event Facility within the same city, or changes the dates for the Conference to dates that are not more than 30 days earlier or 30 days later than the dates on which the Conference originally was scheduled to be held, no refund will be due to Exhibitor, but IMTC shall assign to Exhibitor, in lieu of the original space and/or sponsorships, such other space and/or sponsorships as IMTC deems appropriate and Exhibitor agrees to use such space and/or sponsorships under the terms of this Contract. If IMTC elects to cancel the Conference other than for a reason previously described in this paragraph, IMTC shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of IMTC to Exhibitor. Exhibitor agrees that, except as expressly provided in this paragraph, it shall and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, renaming, relocation or rescheduling of the Conference.

12. **EXHIBIT SPACE OCCUPANCY.** Hours and dates for installing, occupying, and dismantling exhibits shall be those specified by IMTC. If Exhibitor fails to install its display in its assigned space by 2:00 pm on March 31, 2026, or leaves its space unattended during the Exhibit hours, IMTC shall have the right to take possession of the space, without releasing Exhibitor from any liability or obligation hereunder, and no refund will be due to Exhibitor. All exhibits must be open and manned for business during the Conference hours. Exhibitors may not dismantle the display until the Conference is officially closed. If the Exhibitor dismantles prior to the closing time of the Conference, IMTC may access a fine and prohibit participation in future events. If an Exhibitor fails to remove an exhibit in the allowed time, IMTC shall be permitted (at Exhibitor's sole expense) to remove and place same in a warehouse subject to the Exhibitor's disposition, and/or to ship to Exhibitor via common carrier with all charges to follow at no liability to IMTC.

13. **CARE OF EXHIBIT FACILITY.** Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, or other parts of the Facility by the Exhibitor. Fluids, caustic or staining, must not be used where they may damage floor coverings. Exhibitor shall promptly pay for any and all damages to the Facility or associated facilities, booth equipment or the property of others caused by Exhibitor. Exhibitors are responsible for removing all displays, products, flooring, and trash. IMTC will charge the Exhibitor the cost to remove any items left post show.

14. **LISTINGS.** By exhibiting at the Conference, Exhibitor grants to IMTC a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Conference and to use such names in IMTC promotional materials. IMTC shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials.

15. **AUTHORIZATION TO CONTACT.** IMTC will provide Exhibitor information and updates to the designated representative, including an Exhibitor Service Manual. The designated representative of the Exhibitor may also receive updates about the Conference via mail, e-mail, and/or SMS. Exhibitor acknowledges that IMTC shall be permitted to share Exhibitor's name and contact information with, and Exhibitor consents to being contacted directly by, vendors, sponsors, and partners authorized by IMTC.

16. **PHOTOGRAPHS.** IMTC may also take photographs of the Exhibitor's booth space, exhibit, and personnel during, before or after hours of the Conference and use such photographs for any IMTC promotional purpose. Exhibitor warrants that it owns or has right to use pursuant to a valid license, all intellectual property to be used by Exhibitor for promotion or exhibition at the Event.

17. **INCORPORATION OF RULES & REGULATIONS.** Any and all matters pertaining to the Conference and not specifically covered by the Terms & Conditions of this Contract shall be subject to determination by IMTC in its sole discretion. IMTC may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this Contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by IMTC as soon as they are communicated to Exhibitor. This Contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by IMTC from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

- 18. CONTRACTOR SERVICES.** In the interest of making available the best qualified craftsmen in numbers sufficient to handle all of the services necessary for the operation of the Event, IMTC has contracted on an exclusive basis, official contractors to provide certain services. Service companies other than the official contractors will not be allowed to perform any of these exclusive services (where union labor is required or for safety reasons). Non-exclusive services may be performed by Exhibitor Appointed Contractors (EAC's) within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in the Exhibitor Service Manual.
- 19. INSURANCE.** Exhibitor agrees, at their own expense, to secure and maintain adequate insurance to fully protect IMTC and its affiliates, co-sponsors, service contractors, and the Facility from any and all claims, arising from Exhibitor's activities including, but not limited to, the installation, operation, and dismantling of Exhibitor's display and/or its sponsorship activities. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph. Coverage must be for the entire duration of the Conference (move-in through move-out), and reflect the coverages outlined below.
- Workers' compensation and employer's liability insurance complying with the laws of Oregon; and
  - Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products, and liquor liability (if applicable); and
  - Automobile Liability insurance (required if bringing automobiles into the show venue) with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned, and hired vehicles, including loading and unloading operators; and
  - The Exhibitor's Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds (i) Trifecta Collective LLC, IMTC Aquireco LLC, International Mass Timber Conference, Metropolitan Exposition-Recreation Commission, Fern, and each of its direct and indirect subsidiaries and other affiliates and Event Facility. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies satisfactory to IMTC, shall be promptly furnished to IMTC. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to IMTC. The Exhibitor shall obtain a waiver of subrogation from the carrier of each policy described above and the carrier of each other policy that provides fire, explosion or any other risk coverage insuring the Exhibitor's property, in each case releasing in full such carrier's subrogation rights.
- 20. OUTSIDE FUNCTIONS/HOSPITALITY SUITES.** Exhibitor is prohibited, without express written approval from IMTC, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as unauthorized facility tours. Exhibitor also agrees not to operate hospitality suites or host any hospitality functions during official Conference hours or when any IMTC sponsored activities are being held. Hospitality functions are permitted only upon payment by the Exhibitor of all fees due hereunder. All requests for a hospitality suites or public function space must be made through IMTC.
- 21. ATTENDANCE.** IMTC shall have sole control over admission policies at all times. Exhibitors are required to purchase conference passes for all exhibit staff.
- 22. ATTENDEE DATA.** Exhibitor acknowledges that the exclusive service provider for lead retrieval services will be identified in the Exhibitor Services Manual. Exhibitor may use such service provider to collect contact information from persons who visit such Exhibitor's space ("Attendee Data"). Exhibitor acknowledges that any Attendee Data so collected shall be used solely by Exhibitor for its legitimate internal business purposes. Without limiting the foregoing, Exhibitor understands and agrees that a) it will not sell, transfer or otherwise distribute to any third party all or any part of any Attendee Data, b) it will not make or attempt to make any compilation of the attendees and/or other participants of the Conference or any other derivative work of any Attendee Data, c) it will not otherwise use any Attendee Data in connection with any illegal, distasteful, immoral, dishonest or fraudulent activity and d) the compilation of the attendees and/or other participants of the Conference is the sole property of IMTC.
- 23. GENERAL TERMS AND CONDITIONS.** IMTC has sole control over show policies. Except as expressly provided in this contract, all monies paid by Exhibitor shall be deemed fully earned and subject to the Clause 10 cancellation policy. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, IMTC in its sole judgment may refuse to consider for participation in future Events for an Exhibitor who violates or fails to abide by the Contract and any of the accompanying rules & regulations.
- 24. ASSUMPTION OF RISKS; RELEASES.** Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Conference, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage, or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither IMTC nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither IMTC nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.
- 25. TAXES AND LICENSES.** Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state, or local law applicable to its activities at the Conference. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Conference.
- 26. COPYRIGHTED MATERIALS.** Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Conference unless it has obtained all necessary rights and paid all required royalties, fees, or other payments.
- 27. OBSERVANCE OF LAWS.** Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall comply with all applicable requirements of the Americans with Disabilities Act, including with respect to the construction of its exhibits.
- 28. INDEMNIFICATION.** Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to IMTC), and hold IMTC and the Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees, and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation or presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise and (h) any injury to any person (including an attendee) or property while in the Exhibitor's space or relating to Exhibitor's use of any exhibition space or services.
- 29. LIMITATION OF LIABILITY.** Exhibitor agrees that IMTC, IMTC's service contractors, Facility and their representatives, employees and agents are not liable for any injury, loss, illness, or damage that may occur to Exhibitor, or to Exhibitor's employees, agents, guests or property from any cause whatsoever, prior to, during or subsequent to the period covered by this Contract. Exhibitor assumes responsibility and agrees to indemnify, defend and hold IMTC, IMTC's service contractors, Facility, their affiliates and their respective employees and agents harmless from and against any claims or expenses arising from the Conference. Exhibitor assumes all responsibility and liability for losses, damages and claims arising out of injury or damage to, or caused by, Exhibitor's displays, equipment, employees, or representatives. In no event shall IMTC or any of its affiliates be liable for any special, incidental, indirect, punitive, or consequential damages arising out of or in connection with this Contract. In no event shall IMTC's maximum liability under any circumstance exceed the amount paid to IMTC by Exhibitor for exhibit space or sponsorship pursuant to this contract. IMTC makes no representations or warranties, express or implied, regarding the number and nature of Exhibitors and/or Attendees who will attend the Conference or regarding any other matters.
- 30. FIRE AND SAFETY LAWS.** Exhibitor shall comply with all state, city and local laws and ordinances relating to fire, safety, and health. A description of these regulations will be found in the Exhibitor Service Manual; however, IMTC will not be responsible for any errors or omissions contained therein.
- 31. VIOLATION OF RULES AND REGULATIONS.** Violation of this Contract or any rules & regulations governing the Event, including those published in the Exhibitor Service Manual, may result in one or more of the following actions taken against the Exhibitor: a) the Exhibitor may be prohibited from exhibiting at the current year's Conference and will forfeit all booth payments; and b) the Exhibitor may be prohibited from exhibiting and/or sponsorship at future events. This list of actions is not exhaustive and does not in any way limit available remedies provided in other provisions of this Contract or by law or equity. No delay by IMTC in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by IMTC of any other right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder.
- 32. ASSIGNMENT.** Contract cannot be assigned, in whole or in part, without the written approval of IMTC. IMTC may assign this Contract without the prior written consent of Exhibitor. If for any reason a court of competent jurisdiction finds any provision or portion of this Contract to be unenforceable, that provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Contract will continue in full force and effect. If either party commences any action or proceeding against the other party to enforce or interpret this Contract, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees (including all related costs and expenses) incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.
- 33. GOVERNING LAW.** This contract is governed by the laws of the State of Delaware as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in the State of Delaware shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Wilmington, DE.