



# VITICUSGROUP™ WVC ANNUAL CONFERENCE

MARCH 2 - 5, 2025 | LAS VEGAS, NV

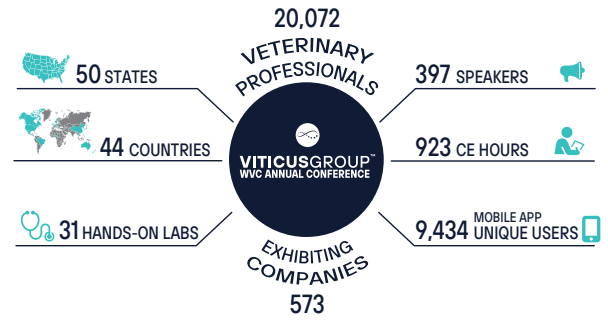
## 2025 EXHIBITOR PROSPECTUS





## WHY EXHIBIT AT THE WVC ANNUAL CONFERENCE?

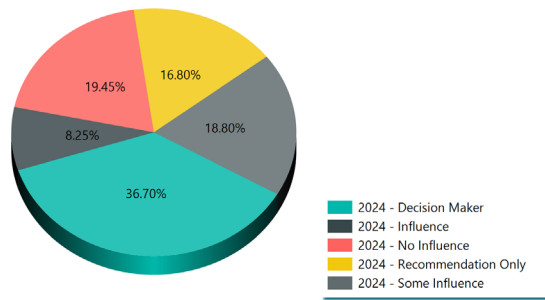
- WVC exhibitors generate an average of 335 leads\*
- Almost 90% of our 2024 exhibitors reported they would recommend the WVC Annual Conference to a industry company.
- WVC promotes Exhibit Hall traffic with advertising opportunities, session-free hours and activities such as the Learning Lounges, New Product Showcase and Vet Detective scavenger hunt
- WVC collaborates with exhibitors to identify goals and work toward ROI



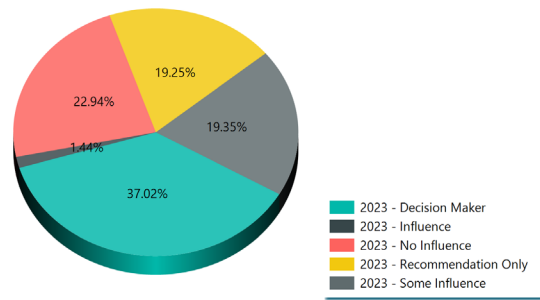
## ANNUAL CONFERENCE PARTICIPANT DEMOGRAPHICS

AC 2024 Registration Products compared to AC 2023 Registration Products

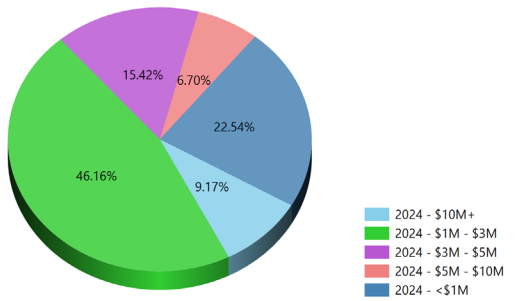
2024 Purchasing Influence



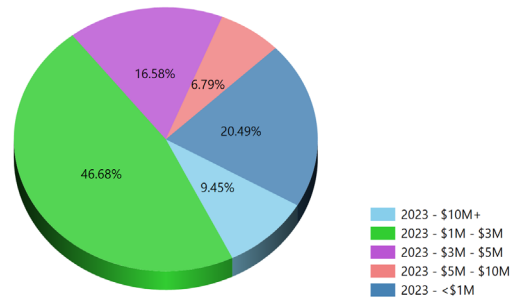
2023 Purchasing Influence



2024 Practice Revenue



2023 Practice Revenue



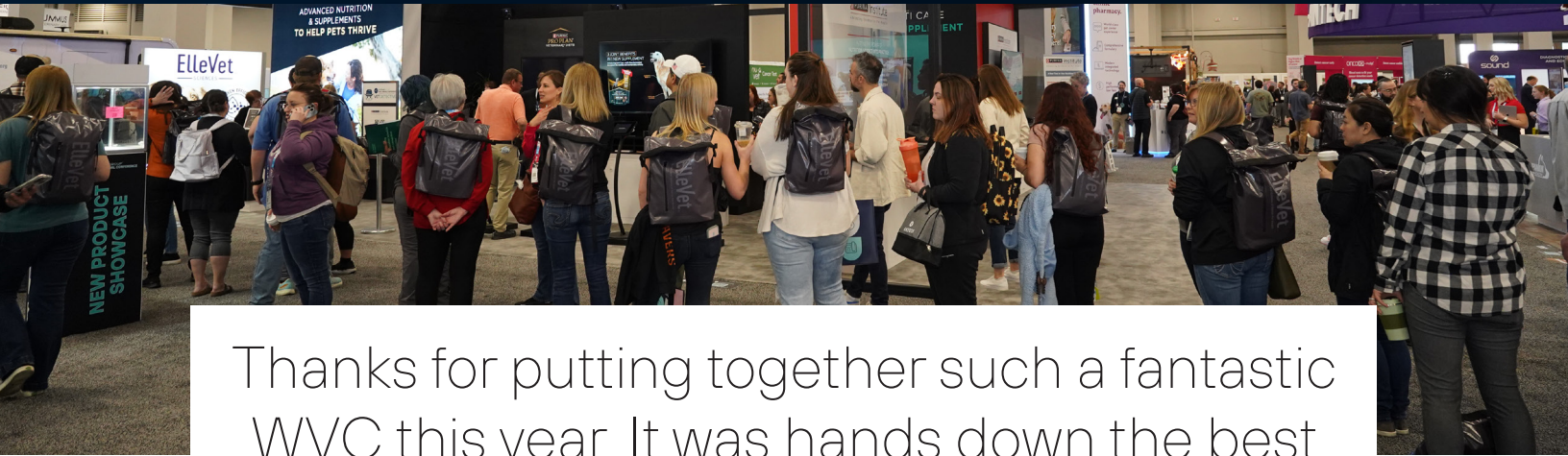
## YOUR TARGET AUDIENCE

- The WVC Annual Conference attracted 20,072 participants in 2024 – 7,133 Veterinarians and 5,047 Veterinary Technicians, Assistants, Practice Managers, Administrative Staff and Students
- Approximately 87% of participants were extremely satisfied or satisfied with the quality of exhibitors
- The WVC Exhibit Hall is very easy to navigate with 78% of participants saying they were extremely satisfied or satisfied with the ease of navigation
- Spectacular reach: participants represented 44 countries, from all 50 states and six continents

It's one of the top conferences in terms of attendance and quality, and I appreciate that they're pushing for creative ways to engage and educate.  
 -2024 Exhibitor

We had an excellent experience with all of the support staff, and we loved our booth location. We felt the quality of our leads was great as well.  
 -2024 Exhibitor

A must attend conference for any company in the veterinary industry as far as attendance, and possibilities to generate leads and make connections  
 -2024 Exhibitor



Thanks for putting together such a fantastic WVC this year. It was hands down the best vet show we've been a part of.



-2024 Exhibitor

DATE	PROCESS
July 15 2024	2025 Booth Selection Starts Selection order will be determined by a company's Viticus Group Priority Point Standing and other factors
October 1, 2024	Exhibitor Service Kit available online
October 1, 2024	Badge registration opens; lead retrieval opens
November 1, 2024	Deadline to receive 50% refund for booth cancellation
December 21, 2024	Last day to submit selected products and categories for the onsite final program
January 30, 2025	Advance shipment may begin arriving at warehouse 8:00a
February 3, 2025	Last day for advance pricing from Viticus Group Vendors and to submit Exhibitor Appointed Contractor (EAC) information
February 24, 2025	Last day for advance shipment to arrive at warehouse without surcharges – 4:30p
February 28, 2025	Advance registration for Exhibitor ends 5:00p*
February 28, 2025	Shipments to Mandalay Bay Convention Center can begin 8:00a

\*Personnel not registered by this date must register onsite at Exhibitor Registration.

CONTACT: Joel Altman at [JoelA@viticusgroup.org](mailto:JoelA@viticusgroup.org)

NOTE: Reference the Freeman Exhibitor Service Kit online at [viticusgroup.org/conference](http://viticusgroup.org/conference) for information and deadlines about ordering electrical, internet, and other booth services. Freeman is the General Services Contractor.



**BOOTH FEES & PAYMENTS**

Invoices will be sent once the booth is confirmed and assigned. If you request a move or increased booth space, then invoicing will take place once a new location has been agreed upon. Once the invoice has been received, companies will have a net 45 days for payment. If payment is not received by this time, booth space will be released.

**INLINE BOOTHS**

10 x 10 ft. In-line Booth Zone A \$5,900  
 10 x 10 ft. In-line Booth Zone B \$5,600  
 10 x 10 ft. In-line Booth Zone C \$5,300  
 Corner Premium (Per Corner) \$500

**SPECIALIZED BOOTHS**

8 x 5 ft Start-Up Zone \$2,650.00  
 10 x 10 ft. Non-profit Booth \$1,000.00

**ISLAND BOOTHS**

Island Booth Zone A \$64 per sq. ft.  
 Island Booth Zone B \$62 per sq. ft.  
 Island booth Zone C \$60 per sq. ft.

**ELIGIBILITY**

Viticus Group, a Nevada non-profit organization, is the sole entity selecting new exhibitors ("Exhibitors") for the Annual Conference. Viticus Group's decisions are based on each Exhibitor's products or services, which must directly relate to the veterinary industry. Viticus Group retains the right, at its sole option, to approve Exhibitors and determine the Exhibitor's booth and space allocations ("Exhibit Booth" or "Exhibit Space") and banner/signage locations. Viticus Group makes no representations or warranties, express or implied, to Exhibitor regarding the success of Exhibitor's efforts for which the Exhibit Space will be used or to the number of Conference participants or the demographic nature of such participants.

**COMMERCIAL EXHIBITOR PACKAGE FEE INCLUDES**

- 24-hour Exhibit Hall perimeter security during exhibit days
- Access to Exhibitor Lounge
- Company listing on the webpage and mobile app
- Admittance to evening conference entertainment
- Admittance to Scientific Sessions with CE credit
- Exhibition and contact information displayed on the Viticus Group webpage
- One (1) complimentary lead retrieval device
- Four (4) complimentary badges per 100 sq. ft. of booth space
- Aisle carpeting
- One 8 ft. back drape and two 3 ft. side drapes
- One 18 x 12 in. identification sign with company name and booth number
- Opportunities to sponsor and advertise for increased visibility

**NEW FOR 2025! START-UP ZONE!**

- Booths will be 8 x 5 ft.
- Admittance to evening conference entertainment
- Admittance to Scientific Sessions with CE credit
- Exhibition and contact information displayed on the Viticus Group webpage
- One (1) complimentary lead retrieval device
- Two (2) complimentary badges per stall
- One Counter or Table
- Two (2) standard chairs or stools
- Booth carpet
- Opportunities to sponsor and advertise for increased visibility
- Must be new to the industry—founded no later than February 2023.
- Must be a first-time exhibitor at WVC.
- May only participate in the Start-up area once.

**SCHEDULE, REGISTRATION, SETUP/TEAR DOWN**

**TARGETED MOVE-IN ISLANDS & LARGE BOOTHS**

Saturday, March 1, 2025 8:00a-6:00p

Reference the Freeman Exhibitor Service Kit for assigned start times.

**GENERAL MOVE-IN**

Sunday, March 2, 2025 8:00a-8:00p

All exhibits must be in show condition and operational by 8:00p on Sunday, March 2. A company with no evidence of presence by 8:00p on Sunday, March 2, will be considered a no-show and space will be reassigned.

**EXHIBIT DAYS & HOURS**

Monday, March 3, 2025 9:00a-5:00p

Tuesday, March 4, 2025 9:00a-5:00p

Wednesday, March 5, 2025 9:00a-2:00p

Exhibiting companies who dismantle or move prior to 2:00p on Wednesday, March 5, will not be offered an application to exhibit the following year.

**EXHIBITOR REGISTRATION HOURS**

Saturday, March 1, 2025 8:00a-6:00p

Sunday, March 2, 2025 7:00a-8:00p

Monday, March 3, 2025 7:00a-5:00p

Tuesday, March 4, 2025 8:00a-5:00p

Wednesday, March 5, 2025 8:00a-2:00p

**DISMANTLING HOURS**

Wednesday, March 5, 2025 2:00p-10:00p

Thursday, March 6, 2025 8:00a-12:00p

**NON-PROFIT EXHIBITOR PACKAGE FEE INCLUDES\***

- Access to Exhibitor Lounge
- Admittance to evening conference entertainment
- Admittance to scientific sessions with CE credit
- Booth carpet
- Exhibition and contact information displayed on the Viticus Group webpage
- One (1) complimentary lead retrieval device
- Four (4) complimentary badges for every 100 sq. ft. of rented booth space
- One 6 ft. x 24 in. x 30 in. skirted table
- Two (2) standard chairs
- One 18 x 12 in. identification sign with company name and booth number
- Opportunities to sponsor and advertise for increased visibility

## COMPANY INFORMATION

### Company Name - Print Clearly

(As it should appear in printed materials and on booth ID sign.)

Company Telephone # \_\_\_\_\_

Website \_\_\_\_\_

Email \_\_\_\_\_

Address 1 \_\_\_\_\_

Address 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Postal \_\_\_\_\_ Country \_\_\_\_\_

### Company Exhibit Coordinator

\_\_\_\_\_

Prefix First Name Last Name

Email \_\_\_\_\_

Business Phone # \_\_\_\_\_

Cell Phone # \_\_\_\_\_

*Address if different than company*

Address 1 \_\_\_\_\_

Address 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Postal \_\_\_\_\_ Country \_\_\_\_\_

### Read, Accepted, and Approved by Exhibitor (Signature)

\_\_\_\_\_  
 Print Name Date

BY SUBMITTING THE APPLICATION & CONTRACT FOR EXHIBIT SPACE, EXHIBITOR ACKNOWLEDGES THAT THE EXHIBITOR GUIDE, INCLUDING THE CONFERENCE RULES AND REGULATIONS AND THE ATTACHED AND/OR LINKED GENERAL TERMS AND CONDITIONS, HAVE BEEN RECEIVED AND READ AND AGREES TO COMPLY WITH THE RULES AND REGULATIONS AS STATED THEREIN.

#### VITICUS GROUP USE ONLY

Booth Reserved \_\_\_\_\_ Priority Points \_\_\_\_\_

Booth Size \_\_\_\_\_ Date Reserved \_\_\_\_\_

## BOOTH SELECTION

Please indicate your selection below

BOOTH TYPE	QUANTITY	FEE/BOOTH
<input type="checkbox"/> 10 x10 ft. In-line Booth Zone A		\$5,900
<input type="checkbox"/> 10 x10 ft. In-line Booth Zone B		\$5,600
<input type="checkbox"/> 10 x10 ft. In-line Booth Zone C		\$5,300
<input type="checkbox"/> Corner Premium (Per Corner)		\$500
<input type="checkbox"/> Island Booth Zone A		\$64 per sq. ft.
<input type="checkbox"/> Island Booth Zone B		\$62 per sq. ft.
<input type="checkbox"/> Island Booth Zone C		\$60 per sq. ft.
<input type="checkbox"/> 10 x10 ft. Non-profit Booth		\$1000
<input type="checkbox"/> 8 X 5 ft. Start-up Zone*		\$2,650
<b>TOTAL AMOUNT \$</b>		

List companies you would prefer not to be across from or adjacent to

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Booth Preference Number \_\_\_\_\_

DO NOT submit payment with application. An invoice will be emailed when space is assigned. Full payment is due 45 days after the invoice is sent.

### Questions

702.739.6698 | Toll-free: 866.800.7326 | [JoelA@ViticusGroup.org](mailto:JoelA@ViticusGroup.org)

### Submit Completed Application to

MR. JOEL ALTMAN, CEM  
 EXHIBITS DIRECTOR  
 VITICUS GROUP  
 2425 East Oquendo Road  
 Las Vegas, NV 89120  
 Fax: 702.739.6420  
[JoelA@ViticusGroup.org](mailto:JoelA@ViticusGroup.org)



## **FACILITY**

Mandalay Bay Resort & Casino  
3950 Las Vegas Blvd. S  
Las Vegas, NV 89119  
702.632.7777

## **EXHIBIT LOCATION**

Bayside ABCD  
Mandalay Bay Convention Center Level 1  
To view the latest 2025 Exhibit Hall Floor Plan online, please visit [viticusgroup.org](http://viticusgroup.org) and click on the Exhibitor tab.

## **TERMS & CONDITIONS**

By registering for the WVC Annual Conference, you agree to the following terms:

### **BOOTH SELECTION:**

If your company exhibited at the WVC in 2024, you will receive information on booth selection after July 1 regarding the booth selection process.

If you did not exhibit in 2024, please apply online at [viticusgroup.org](http://viticusgroup.org) or complete this form and return it to Viticus Group with information on the products and or services you want to promote during the conference for approval to participate.

### **BOOTH PAYMENT:**

Full payment for the booth is due 45 days after invoicing. Exhibit Space not paid for after 45 days will be released for reassignment to another company.

### **INSURANCE:**

By completing this application, the exhibiting company ("Exhibitor"), understands that it will be the responsibility of the Exhibitor to secure the required insurance and will need to provide the Certificate of Insurance (COI) with the required additional parties listed by name, as outlined in the Conference Rules and Regulations, to Viticus Group no later than January 30, 2025. After this date, any company that has not uploaded the COI, will be assessed a fee for Viticus Group provide insurance coverage. This coverage fee must be paid prior to conference starting. Registration of booth personnel will be restricted until this fee is settled.

Alternatively, Viticus Group can purchase the short-term general liability insurance on behalf of the Exhibitor for an additional fee of \$125.00.

### **CANCELLATION:**

Cancellation notices must be sent to Viticus Group in writing. A 50% refund will be provided only if a cancellation notice is received before November 1, 2024. No refunds will be made after November 1, 2024. Please see Conference Rules and Regulations for more information.

Exhibitor understands and agrees that Exhibit Space sharing is not allowed.

The Application & Contract for Exhibit Space: The 2025 Exhibitors Prospectus and the Rules and Regulations (including the Freeman Exhibitor Service Kit) contained herein and as amended shall collectively constitute the agreement ("Agreement") between Viticus Group and Exhibitor. Upon the Exhibitor's execution of the Application & Contract for Exhibit Space, this Agreement shall become a binding contract between Viticus Group and Exhibitor. The person signing this Agreement on behalf of the Exhibitor represents and warrants that he/she has the necessary power, consent, and authority to execute and deliver this Agreement on behalf of the Exhibitor.

BY SUBMITTING THE APPLICATION & CONTRACT FOR EXHIBIT SPACE, THE EXHIBITOR ACKNOWLEDGES THAT THE EXHIBITOR GUIDE, INCLUDING THE CONFERENCE RULES AND REGULATIONS AND THE ATTACHED AND/OR LINKED GENERAL TERMS AND CONDITIONS, HAS BEEN RECEIVED AND READ AND AGREES TO COMPLY WITH THE RULES AND REGULATIONS AS STATED THEREIN.

Applications should be submitted via email to [JoelA@ViticusGroup.org](mailto:JoelA@ViticusGroup.org)

For more information,  
please visit [viticusgroup.org/exhibitors](http://viticusgroup.org/exhibitors)



## PLEASE READ CAREFULLY

The Application & Contract for Exhibit Space, the 2025 Exhibitors Guide and the Rules and Regulations (including the Freeman Exhibitor Service Kit) contained herein, and as amended shall collectively constitute the agreement ("Agreement") between the WVC dba Viticus Group and Exhibitor. Upon Exhibitor's execution of the Application & Contract for Exhibit Space, this Agreement shall become a binding contract between Viticus Group and Exhibitor (the "Effective Date").

Exhibitor acknowledges that it has read and understands the 2025 Exhibitor Guide and these Rules and Regulations and expressly agrees to accept the 2025 Exhibitor Guide and these Rules and Regulations and the attached and/or linked General Terms and Conditions, all of which are hereby incorporated by reference into and form essential terms and conditions of the Agreement to the same extent as if set forth in full in the Application and Contract for Exhibit Space.

## DEFINITIONS

WVC dba Viticus Group and its officers, directors, members, agents, affiliates, representatives, employees, successors and assigns is hereinafter referred to as "WVC" or "Viticus Group," unless the context requires otherwise. "Exhibitor" means the applicant identified on the Application & Contract for Exhibit Space and its officers, directors, members, agents, affiliates, representatives, employees, successors and assigns. WVC dba Viticus Group 2025 Conference & Exhibition is hereinafter referred to as the "Conference." Viticus Group and Exhibitor are collectively referred to in this Agreement as the "Parties" and "Party" in the singular.

The term "Convention Center" means the exhibit halls, meeting rooms, and function space, lobbies, foyers, parking lots, airspace and grounds of the Mandalay Bay Convention Center, as well as any other facilities to be used as the site of the Conference. Exhibit Hall means the portion of the Mandalay Bay Convention Center premises to be used for the tradeshow/exposition portion of Conference (the "Exhibition"). "Facility Management" means the owner or manager of the Mandalay Bay Convention Center and the management of any of other facilities used for the Conference. Exhibit space ("Exhibit Booth" or "Exhibit Space") means the exhibit or display space assigned to Exhibitor by Viticus Group. "Exhibit Space Fee" means the required Exhibit Space fee, including all deposits and other fees to be paid to Viticus Group for Exhibitors' Exhibit Space. "Exhibit" collectively means any or all of Exhibitor's materials, goods, products, equipment or belongings displayed, showcase or used within Exhibitor's Exhibit Space. "Conference Dates" mean the dates over which the Conference is conducted including move-in, show days and move-out days at the Convention Center. "Exhibition Hours" means the hours that the Exhibition (i.e., tradeshow/exposition portion of Conference) is open to Conference participants.

## ACCEPTANCE

Upon Viticus Group's acceptance of the Application & Contract for Exhibit Space, the Exhibitor acknowledges that this Exhibitor's guide has been received and read and agrees to comply with these Rules and Regulations plus any additions and amendments (including Freeman Exhibitor Service Kit) thereto that may hereafter be established by Viticus Group.

A non-refundable payment in accordance with the Exhibit Space payment schedule is required upon Exhibitor's return of the Application and Contract for Exhibit Space to WVC. As of the Effective Date Exhibitor agrees to (i) use the Exhibit Space assigned by Viticus Group in accordance with the Conference Rules and Regulations and (ii) pay the required Exhibit Space Fee by the deadline dates established herein. No Exhibitor shall be permitted to exhibit or participate in the 2025 Conference or gain access to the Convention Center unless and until the Exhibitor has paid the full Exhibit Space Fee and provided the required Certificates of Insurance by their deadline.

Viticus Group will have the right, in its sole and absolute discretion, to establish and/or modify the Rules and Regulations and the use of Exhibit Space covered by this Agreement, as deemed appropriate by Viticus Group. Viticus Group will endeavor to provide Exhibitor with changes or modifications to these Rules and Regulations. However, failure to provide or non-receipt of such changes will not invalidate or nullify such changes or modifications. Updates to these Rules and Regulations will be posted online at [www.viticusgroup.com/wvc-exhibitors.org](http://www.viticusgroup.com/wvc-exhibitors.org). Viticus Group shall have sole control over Conference admission policies at all times.

Viticus Group reserves the right to approve participant products promoted during the show. Products permitted for promotion must be approved for treatment of animals with in a veterinary clinical setting. Products for human use are not permitted unless approved by show management. These items included but are not limited to human skin care, lotions, facial care, or medical devices such as "TENS UNITS" or massager percussion devices.

## EXHIBITOR PRIORITY POINT RANKING INDEX

Initial booth space is assigned to all WVC exhibitors based on Exhibitor Priority Points. These points are updated annually according to the following criteria:

- One (1) point per every 100 square feet of booth space.
- Three (3) points for each consecutive year of exhibition.
- Two (2) points per \$500 of previous year's Conference sponsorship.
- One (1) point for Hands-on Laboratory supplies only.
- Two (2) points for Hands-on Laboratory equipment and personnel.
- Three (3) points for extensive Hands-on Laboratory personnel and equipment.

Exhibiting companies who have merged with, have been purchased by, or have purchased another company, may use the Exhibitor's exhibiting history at the 2025 WVC Annual Conference from either company, whichever is more favorable, but not the combined exhibiting history of both companies.

## EXHIBIT SPACE ASSIGNMENT (BOOTH ASSIGNMENT)

If your company exhibited at WVC in 2024, you will receive information after the 2024 Annual Conference regarding the space draw for 2025.

All Exhibit Space is assigned specifically to one company of record. Exhibitors may not share, transfer, or sublet Exhibit Space.

Exhibitors may not advertise or display goods in their Exhibit Space other than those they manufacture or sell during their regular course of business.

Specifically, Exhibitors may not permit any other party to exhibit in their Exhibit Space or display or exhibit any goods and services other than those manufactured or distributed by the Exhibitor. Any exhibitor violating Exhibit Booth rules will immediately be removed from the Conference and the Convention Center premises.



Exhibitors are entitled to a listing in official Conference material, provided the information is received before the deadline to be included. The listing will be either the Exhibitor of record or its legal D.B.A. (Doing Business As) submitted by the Exhibitor signing the Application & Contract for Exhibit Space. No entity other than Exhibitor or its legal D.B.A. will be granted a listing in official Conference material.

The Exhibitor of record may not feature names or advertisements of non-exhibiting manufacturers, distributors or agents. Viticus Group will not be liable for any errors or omissions in the Conference Directory, participant lists, websites, or in any promotional materials for the Conference. Viticus Group reserves the right of final approval as to which publications Exhibitor is allowed to display within its Exhibit Space.

Viticus Group reserves the right to require Exhibitor to submit, with this Agreement or thereafter, a comprehensive description of the nature of its business and/or photographs, samples or drawings of the product(s) or services Exhibitor intends to exhibit, display, advertise or promote at the Conference.

Restrictions on Assignment and Subleasing Exhibit Space: Exhibitor cannot sell, assign, transfer, or convey this Agreement, or assign, share, sublet its Exhibit Space, or any part thereof, without the prior written approval of Viticus Group, which approval may be withheld in Viticus Group's sole discretion.

## EXHIBIT SPACE REFUSAL OR MODIFICATION BY VITICUS GROUP

The execution of the Application and Contract for Exhibit Space, the timely payment of the Exhibit Space Fee, or Viticus Group's deposit of Exhibitor's Exhibit Space Fee deposit payments does not guarantee that Exhibitor will be (i) permitted to exhibit at the Conference; (ii) assigned to a particular exhibit hall, section or location within the Convention Center; or (iii) provided with the actual amount of Exhibit Space requested. Notwithstanding anything herein to the contrary, Viticus Group, in its sole and absolute discretion, retains the right to refuse to provide or assign, to modify or to cancel Exhibitor's Exhibit Space assignment, and/or terminate this Agreement, without cause, for any or no reason whatsoever, at any time, without liability or further obligation to Exhibitor. Viticus Group shall not be held responsible or liable for any costs, expenses, damages or any other sums whatsoever incurred by Exhibitor or any other party as a result of any Exhibit Space rejection, cancellation, modification or change in Exhibit Space assignment. If Exhibitor's Application and Contract for Exhibit Space is rejected or canceled by Viticus Group prior to the Conference, the Exhibit Space Fee deposit paid by Exhibitor will be refunded, unless the rejection or cancellation is due to Exhibitor's breach of this Agreement or as otherwise stated herein.

## CANCELLATION OR REDUCTION OF EXHIBIT SPACE BY EXHIBITOR

All cancellations must be requested, in writing or via email, to:

Mr. Joel Altman | Viticus Group

mail: 2425 E Oquendo, Las Vegas, NV 89120 | email: [JoelA@ViticusGroup.org](mailto:JoelA@ViticusGroup.org)

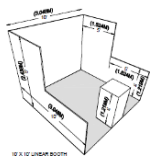
Cancellation and/or Exhibit Space reduction requests **MUST** be submitted in writing or via email and received no later than November 1, 2024. Exhibitor will be issued a refund minus a processing fee of 50% of Exhibit Booth price in the event of cancellation or a reduction the size of the Exhibit Booth. Any requests received after November 1, 2024, will not be eligible for a refund. Upon notice of such cancellation, withdrawal from the Convention or reduction in Exhibit Space or Meeting Space, Exhibitor shall lose all rights to the assigned Exhibit Space, and Viticus Group, in its sole discretion, may reassign the released Exhibit Space or Meeting Space to another party. Exhibitor will remain obligated to pay Viticus Group all amounts due for any Exhibit Space booth packages originally ordered by Exhibitor prior to cancellation or reduction in Exhibit Booth size. No cancellation or reduction in Exhibit Space shall be acknowledged unless received in writing by Viticus Group. Exhibit Space cancellation or reduction notifications must be provided to Viticus Group by overnight courier or by certified mail, return receipt requested. Notices communicated to Viticus Group in electronic form will not be considered to be written. The date upon which the notice of cancellation or reduction notice is received by Viticus Group shall apply as the official date of cancellation or reduction of Exhibit Space. Exhibitor's right to obtain and use complimentary Exhibitor personnel and complimentary badges shall immediately be revoked and forfeited if Exhibitor cancels its Exhibit Space or fails to meet its obligations under this Agreement.

Exhibitor acknowledges that the damages suffered by Viticus Group from cancellation, withdrawal or reduction in Exhibit Space described in the preceding paragraph will be substantial and that the parties may not be capable of determining the extent of such damages with mathematical precision. For that reason, the amounts stated above for liquidated and agreed upon damages have been incorporated into this Agreement and agreed upon by the parties as a valid and reasonable pre-estimate of such damages and not as a penalty.)

## CONFERENCE-RELATED COMMERCIAL MESSAGES

To the extent Exhibitor provides any information to Viticus Group, including contact information and other personally identifiable information, Exhibitor hereby grants to Viticus Group the right to use or release such information for all lawful Viticus Group and Conference related business purposes, including confirming Conference exhibition and registration information and providing Exhibitor related information to third parties retained or contracted by Viticus Group to provide services required or requested for the Conference. Exhibitor acknowledges that information provided to Viticus Group, such as Exhibitor's information regarding name, address, phone numbers, e-mail and web site addresses, number and location of exhibit booth space and names and number of Exhibitor personnel, will be treated as public domain information and may be available on the Conference web site and/or in materials provided to Conference participants.

## EXHIBIT BOOTH HEIGHT & SETBACK



- Islands: Twenty-four-foot (24 ft.) Height limit for island displays, including any logo-bearing crowns.
- Lighting: Crowns may be illuminated.
- Inline Exhibit Booths: Ten-foot (10 ft.) Height limit for inline Exhibit Booths.
- Exhibit Booth setback: Viticus Group follows the policy of the International Association of Exhibitions & Events (IAEE) to help maintain unobstructed sight lines. All items 4' or higher must be "setback" 5' from the front of the Exhibit Booth.
- No hanging signs above inline booths.





## BADGES

Four (4) complimentary badges will be provided for every 100 sq. ft. (10 x 10 ft.) of Exhibit Space purchased.

Additional Exhibitor Badges - Additional badges beyond contract allocations may be purchased. Badges will not be printed until payment is received.

Exhibitor Guest badges are available for purchase. The primary registrant must register his/her guest in person. An Exhibitor guest badge allows admission to the Exhibit Hall and evening Conference entertainment only. It does not provide admission or entrance to scientific sessions. Individuals wearing an Exhibitor guest badge are not permitted to work in the Exhibitor's Booth or solicit business inside the Exhibit Hall or elsewhere in the Convention Center or Mandalay Bay Resort and Casino.

Exhibitors must, at all times including but not limited to Exhibit installation and dismantle, wear a Viticus Group issued exhibitor badge to enter the Exhibit Hall. Due to security regulations, Exhibitors may be asked to present photo ID to receive badges.

### DVM, VT, or CVPM EXHIBITORS

Veterinarians, Technicians, and CVPM Exhibitors are welcome to attend scientific sessions and obtain a CE certificate at no additional charge using their Exhibitor badge (excluding Hands-on Laboratories or any ticketed sessions).

Any Exhibitor that need CE will be required to request their need for a CE Badge on the Exhibitor Badge Portal. They will then be required to set up an account with a web user ID and Password.

For other questions, please contact Joel Altman toll-free at 866.800.7326. Please note CE requirements vary by state and should be confirmed with applicable veterinary state board(s). Again, there is no additional charge from Viticus Group to obtain a CE certificate.

## BOOTH PERSONNEL.

- Exhibitor shall reflect their company's highest standard of professionalism while maintaining their Exhibit during the Exhibit Hall Hours. One or more persons should remain in their Exhibit Booth at all times during Exhibit Hall hours.
- No one under 18 years of age may be present during Exhibit Booth installation or dismantling periods.
- All Exhibits must remain fully assembled, installed and operational until the Exhibition has officially ended. Exhibitors who dismantle or move out their Exhibit Booth before 2:00 pm on Wednesday, March 5, 2025, will not be offered an application to Exhibit or otherwise participate in the following year's Conference (2026).
- Guests, non-exhibitors, or non-badged personnel are not permitted to serve as "Exhibit Booth sitters."

## PRIVATE EVENTS, MEETINGS AND HOSPITALITY FUNCTIONS

Conducting private or corporate events or activities with Conference participants during the Conference Hours is strictly prohibited. Viticus Group reserves the right to control all group activities sponsored by Exhibitors during the overall Conference Dates, whether they are to be held inside or outside the Convention Center. Requests for private or corporate meeting space during Conference Dates must be referred to Viticus Group. Exhibitor agrees not to conduct or schedule tours, activities, meetings, hospitality functions, or other private events or activities inside or outside of the Convention Center during the official Conference Hours without Viticus Group's prior written approval.

Exhibitors who violate this section may be subject to Exhibit Booth cancellation and removal from the Conference and the Convention Center premises. Failure to seek the necessary approval from Viticus Group for such activities or in the event of a violation, any monies theretofore paid by Exhibitor to Viticus Group or its agents whether for the Exhibit Space or as otherwise related to the Conference may be retained by Viticus Group without liability and recourse by Exhibitor. Additionally, Exhibitor may lose the right to exhibit or participate in future WVC Conferences.

Without limiting the generality of the foregoing, hospitality or business suites, guestrooms or suites, meeting rooms, or public space shall not contain any Exhibitor equipment or materials.

For more information or to schedule your event, please get in touch with Viticus Group's Events Team by calling Sara Taylor, Director of Conference Operations & Strategic Partnerships, toll-free at 866.800.7326 or Sara@viticusgroup.org.

## USE OF EXHIBIT BOOTH

- No pamphlets, coupons, samples, signs or promotional personnel are permitted outside the assigned Exhibit Space perimeter. This includes designated Exhibit Hall Aisles, Food and Beverage Tables, Scientific Session Areas or any other places in the Hotel and or Convention Center outside of your Exhibit Space or area approved by Viticus Group.
- Literature that is distributed outside of the Exhibit Booth will be considered an infringement on Conference and Convention Center aesthetics and the rights of other Exhibitors. Any such materials will be confiscated and discarded immediately without notification. Viticus Group must approve the distribution of any and all promotional materials intended for distribution in the guest rooms and lobbies of the official Conference hotels. Distribution, even if authorized by Viticus Group, may still be subject to individual host hotel's restrictions and policies.
- All Exhibit related and commercial activity must be confined within Exhibitor's assigned Exhibit Space.
- Costumed personnel, models, employees and any other personnel hired by Exhibitor at the Convention must restrict their activities to the confines of Exhibitor's Exhibit Space.
- No bicycles, skateboards, roller blades/skates, pogo sticks or any other wheeled or non-wheeled device, excluding mobility aids as provided for under the Americans with Disabilities Act, will be permitted in the Exhibit Hall, in the public/lobby areas or any other areas of the Convention Center.
- Exhibitors may not attach or post display materials on any Convention Center surface or structure by any means of attachment or adhesion. Such displays will be removed without notification, and the Exhibitor will be responsible for all costs of cleanup and repair.
- Exhibit Booths adjacent to Exhibit Hall support columns may not be used to expand an exhibitor's Exhibit Booth size.
- For any other rules regarding the Exhibit Hall or Convention Space, please refer to the Mandalay Bay Meeting Planners Guide, which can be found on the Viticus Group Exhibitor webpage.
- Be respectfully of the other booths around you doing business.



## **ANIMAL USE (INCLUDING USE OF ANIMAL TISSUES & PERSONAL PETS)**

Product demonstrations, company mascots, and celebrity animals ARE permitted in the Exhibit Hall. Any Company that brings a live animal into exhibit hall must complete the "Animal Use task" that can be found in the Exhibitor Portal.

Additional insurance may be required. Non-domesticated animals will be considered on an individual basis. To obtain approval for a non-domesticated animal, please contact Joel Altman at JoelA@ViticusGroup.org by February 1, 2025.

- Each animal must be reported to Viticus Group before the start of the Conference. Again, this is done by completing the "Animal Use" task in your Exhibitor Portal.
- No dead animals, cadaver parts, biohazards, or live bacterial cultures are permitted.
- Live animals must be relevant to the products or services presented.

A separate certificate of insurance of \$1 million combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, naming Viticus Group, Mandalay Corp., Mandalay Bay Resort & Casino, its parent company, subsidiaries, and affiliates as additional insured, is required.

- Animals may not remain in the Convention Center overnight.
- Seeing Eye/assistance animals are permitted.
- Personal pets are not permitted - NO exceptions.

## **AUDIO AMPLIFICATION**

Audio amplification or machinery noise from Exhibit Booth activity must be limited to a reasonable level. Specifically, individual headphone service is suggested for conducting lectures or demonstrations within Exhibit Space.

Demonstrations may not be directed to an audience gathered in the Exhibit Hall aisles.

Public announcements are not permitted during Exhibition Hours except those scheduled and approved by Show Management.

## **FLOOR COVERING**

The Convention Center's Exhibit Hall floors are a concrete surface. All Exhibit Space must have floor covering, with no cement showing. Floor covering may be supplied by Exhibitor, rented from the Conference decorator (Freeman), or supplied by an Exhibitor-Appointed Contractor.

## **BOOTH CLEANING**

Viticus Group is responsible for Exhibit Hall aisle vacuuming and trash removal only. Exhibit Booth cleaning is NOT included in the Exhibit Space Fee. All Exhibit Space cleaning will be handled exclusively by the vendor appointed by the Convention Center. Vacuuming should be ordered from the Convention Center and scheduled after setup, in preparation for the opening day of the Exhibition, and as often as needed after that. Please reference the Freeman Exhibitor Service Kit for more information.

## **SELF-SETUP OF EXHIBIT SPACE**

Exhibitors seeking to install their Exhibit Booth must comply with all Rules and Regulations related to Exhibit Space installation and dismantling as stated herein and in the online Freeman Exhibitor Service Kit.

## **PERMITTED SELF-SETUP**

Exhibitors ERECTING TABLETOP OR POP-UP BOOTHS ARE PERMITTED TO:

- Hand carry components from designated parking using a carried suitcase or self-rolling cases.
- Plug in 110-120v lighting to a provided electrical outlet box.

## **NOT PERMITTED**

- Use of dollies, hand trucks, or power conveyances to move item(s)
- Installation or modification of any electrical or lighting fixture(s)
- Modification of floor plans or Exhibit Space arrangement(s)
- Compromise, obscure or block access to any emergency egress, door, or fire extinguisher cabinet(s)

## **FIRE & SAFETY**

Mandalay Bay Convention Center is a non-smoking facility.

- Smoking areas are located outside the Convention Center building.
- Compressed-gas cylinders must be secured against falling or other impact. A cylinder cart, chain or strap is required if the cylinder is stored vertically; a cradle is required if the cylinder is stored horizontally.
- No aisle obstructions are permitted. Exhibit Booth items must be contained within exhibitor's Exhibit Space only.
- Children under the age of 18 are not permitted in the Exhibit Hall during move-in or move-out. Disposal of any hazardous items must be arranged in advance.
- Vehicle permits must be obtained from the Clark County Fire Department/Fire Marshal before moving into the Exhibit Hall.



## INSURANCE

The Exhibitor has full responsibility for its Exhibit including without limitation any of Exhibitor's merchandise, products, goods, equipment, displays, property, and personnel. Exhibitor releases Viticus Group from all responsibility for theft, damage to its Exhibit or products, property and/or any special, incidental, indirect or consequential damage, of any kind, for any reason. As a condition for Exhibitor's right to exhibit and participate at the Conference. Exhibitor, at its own expense, agrees to maintain adequate insurance to fully protect and indemnify Viticus Group, Mandalay Corp., Mandalay Bay Resort & Casino, Freeman, and their respective directors, officers, employees, agents, representatives, parent companies, subsidiaries and affiliates from any and all claims, arising from Exhibitor's activities at the Conference, including but not limited to Exhibitor's property, displays and equipment, personnel and the installation, operation and dismantling of the Exhibit.

The following insurance coverage is required: (i) Worker's Compensation Insurance to the statutory limits; (ii) Employer's Liability Insurance with limits not less than \$1,000,000 each accident; (iii) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence combined Single Limit for bodily injury to any one person in any one occurrence, \$2,000,000 with respect to injuries to more than one person in any occurrence, and \$1,000,000 with respect to damage of property and coverage for contractual, copyright infringement, operation of mobile equipment, products, and host liquor liability; (iv) Automobile Liability Insurance coverage for owned, non-owned and hired vehicles, including loading and unloading operations with minimum limits of \$1,000,000 per occurrence for \$1,000,000 combined single limit and; (v) coverage in an amount sufficient to protect Exhibitor and Exhibitor's property, goods, wares, merchandise, chattels and any other property (i.e., transit from factory or warehouse to the Convention Center while stored or exhibited, and returned to Exhibitor's premises) against loss, damage, theft or injury of any nature, and any claims arising from any activities conducted through the duration of the conference, including move-in, Conference days and move-out days.

All such insurance shall be primary, not contributory, with any other valid and collectible insurance of Viticus Group and shall be written on an occurrence made basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this Section. All insurance must be provided by an insurance company with a Best's Rating of A, XII or better, which is legally authorized to transact business in the State of Nevada. Neither Viticus Group nor Mandalay Corp., Mandalay Bay Convention Center or Mandalay Bay Resort and Casino maintains insurance covering any of Exhibitor's property. It is solely the responsibility of Exhibitor to obtain such insurance.

The above-required policies must name as "Additional Insured": Viticus Group, Mandalay Corp., Mandalay Bay Resort and Casino and Freeman, and their respective directors, officers, employees, agents, representatives, parent companies, subsidiaries and affiliates and any additional entities as required by Mandalay Corp. (the "Insured Entities"). The Certificate of Insurance shall be uploaded to the Exhibitor portal 30 days prior to the first day of load in. After this date any company that has not upload the Certificate, will be assess a fee for Viticus Group provide insurance Coverage. This coverage fee must be paid prior to conference starting. Registration of booth personnel will be restricted until this fee is settled.

Exhibitor shall include in each of its insurance policies covering loss, damage, or destruction covered by "all risk." property insurance a waiver of the insurer's right of subrogation against the Insured Parties or if such waiver should be unobtainable or unenforceable, (i) an express agreement by such insurance company that such policy shall not be invalidated if the insured waives or has waived before the casualty or liability the right of recovery against any party responsible for a casualty or liability, or (ii) any other form of permission by such insurance company for the release of the Insured Entities. While the foregoing waiver of right of recovery is in effect, Exhibitor shall look solely to the proceeds of its property insurance policies to compensate Exhibitor for any loss occasioned by fire or other insured casualty. Exhibitor agrees to waive the right of subrogation by its insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property.

## INDEMNIFICATION

To the maximum extent permitted by law Exhibitor agrees to protect, indemnify, defend (with legal counsel satisfactory to Viticus Group), save and hold harmless, Western Veterinary Conference, Mandalay Corp., Mandalay Bay Resort and Casino, Freeman, and their respective directors, officers, employees, agents, representatives, parent companies, subsidiaries, sponsors and affiliates, as applicable, from any and all claims, actions, demands, damages, liability, or expenses of whatsoever kind and nature, including but not limited to judgments, interest, reasonable attorneys' fees, expert witness fees, and all other costs and charges in connection with, related to or arising out of (i) Exhibitor's use of any Convention Center or Conference services, (ii) Exhibitor's noncompliance with or breach of this Agreement, or (iii) claims of infringements of intellectual property rights, for failure or alleged failure to obtain required permits or licenses, property damage or personal injury including death, caused by or attributed in part or in whole to any action or failure to act whether by negligence or otherwise on the part of Exhibitor or any of its directors, officers, employees, agents, representatives, guests or invitees, except to the extent due to the sole negligence or willful misconduct of Viticus Group or its owners, directors, officers, employees, representatives and agents.

If any part of the Convention Center or the Mandalay Bay Resort and Casino is damaged or if circumstances beyond Viticus Group's reasonable control make it impossible, impractical or inadvisable for Viticus Group to permit Exhibitor to occupy or continue to occupy its assigned Exhibit Space during any part of or the entire duration of the Conference, Viticus Group will, at its option, retain the right to relocate Exhibitor to alternative Exhibit Space. If, Viticus Group, in its sole discretion, determines that such relocation is not feasible, Exhibitor will be charged a pro rata Exhibit Space Fee for the period that the Exhibit Space was or could have been occupied by Exhibitor. Viticus Group will refund the remaining portion of the Exhibit Space Fee paid, minus a share of costs, expenses and commitments required to recompense Viticus Group up to the time of termination, in full satisfaction of all liabilities of Viticus Group to Exhibitor, and Exhibitor agrees to waive all claims it might have against Viticus Group for any damages or expenses, and discharge all claims against Viticus Group in exchange for such refund. The total amount retained by Viticus Group shall not exceed 20% of the Exhibit Space Fee.

No interruption, diminution, delay or discontinuance of any part or portion of the Conference will be deemed a disturbance of Exhibitor's use of or eviction from the Exhibit Space; nor shall any such interruption, diminution, delay or discontinuance relieve Exhibitor from full performance of Exhibitor's obligations under this Agreement, unless otherwise agreed to in writing by Viticus Group's authorized representative.

## SCHEDULING OR LOCATION CHANGES

Exhibitor acknowledges and agrees that Viticus Group reserves the right to change, increase or decrease Conference Show hours, number of days, Conference Dates, Conference location, or Conference name. Notwithstanding anything to the contrary in this Agreement, Exhibitor acknowledges and agrees that if Viticus Group elects to re-name, change, increase or decrease Conference hours, number of days, Conference Dates or Conference location, Exhibitor shall not be entitled to and expressly disclaims any right or claim to the return of any portion of any Exhibition Space Fees or deposits paid or payable by Exhibitor to Viticus Group.



Additionally, if Viticus Group re-locates the Conference to a different city or facility other than originally scheduled over dates which are not more than sixty (60) days earlier or sixty (60) days later than the original Conference dates, no refund will be due to Exhibitor, but Viticus Group shall assign to Exhibitor, in lieu of the original Exhibit Space, such other Exhibit Space as Viticus Group deems appropriate and Exhibitor agrees to use such space under the terms of this Agreement. However, if Viticus Group elects to terminate the Conference other than for a reason previously described, Viticus Group shall refund to Exhibitor the Exhibit Space fees previously paid, in full satisfaction of all liabilities and obligations of Viticus Group to Exhibitor and Exhibitor waives all claims it might have against Viticus Group for damages or expenses and discharges all claims against Viticus Group in exchange for such refund.

### **AMERICANS WITH DISABILITIES ACT**

Exhibitor shall have the sole responsibility for ensuring that its Exhibit Space is in full compliance with the Americans with Disabilities Act (ADA) and any regulations under that Act. Exhibitor acknowledges and agrees that, in connection with the Conference, it will be a place of public accommodation as defined under Title III of the ADA. As a public accommodation, Exhibitor agrees that in connection with the Conference, Exhibitor will: (i) provide, at its expense, any auxiliary aids and services as may be necessary to ensure effective communication with Exhibitor by attendees of the Conference; (ii) assure, at its expense, that displays posted at or on Exhibitor's Exhibit Space is accessible to individuals with disabilities; and (iii) not discriminate or retaliate against any individual in violation of the ADA.

### **INTELLECTUAL PROPERTY, MUSIC LICENSING AND USE OF COPYRIGHTED WORKS**

By executing the Application and Contract for Exhibit Space, Exhibitor represents and warrants to Viticus Group that Exhibitor owns or validly possesses the right to make, use, perform, sell and display any patented products, copyrighted works, trademarks, service marks and trade names (collectively, "Intellectual Property"), as the case may be, used by Exhibitor at or to promote its activities at the Conference and all affiliated events. To the extent necessary to fulfill Viticus Group's express obligations hereunder, Exhibitor hereby grants Viticus Group a non-exclusive, royalty-free, revocable, non-transferable worldwide license (without the right to sublicense) to use Exhibitor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images.

Exhibitor will be responsible for securing any and all necessary licenses or consents for (a) any performances, displays or other uses of copyrighted works, trademarks or patented inventions or designs and (b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by others at the Conference. Exhibitor or its agent(s) agree not to allow any musical work protected by copyright to be staged, produced, or otherwise performed, via either "live" or mechanical means, by or on behalf of Exhibitor at the Conference or any Conference-related activity, unless Exhibitor or agent(s) has previously obtained written permission from the copyright owner, or the copyright owner's designee (e.g., ASCAP, BMI, or SESAC) for this use. Exhibitor accepts full and complete responsibility for the performance of all obligations under any agreement permitting the use of the music, including but not limited to, all obligations to report data and to pay royalty fees.

Exhibitor understands and agrees that Viticus Group is relying upon this representation and warranty in this Section and has no obligation to monitor the uses and displays of Intellectual Property at the Conference, affiliated events or to conduct an independent investigation of the status of rights to any Intellectual Property. Breach of the foregoing representation or warranty shall be grounds for immediate revocation of the right to exhibit or participate in the Conference, without notice or hearing. Notwithstanding anything to the contrary, Exhibitor covenants not to sue, file or maintain any action in law or in equity against Viticus Group, Mandalay Corp. or the Mandalay Resort and Casino or their respective owners, directors, officers, employees, representatives and agents alleging that any use or display by any third party of Intellectual Property at or in connection with the Conference infringes or otherwise violates any right or title held by Exhibitor or any of its owners, directors, officers, employees, representatives and agents.

### **COMPLIANCE WITH LAWS AND PERMITS**

Exhibitor agrees to be knowledgeable of and to comply with and be bound by all applicable federal, state, and local laws, ordinances and regulations, including without limitation all applicable laws, ordinances, rules and regulations pertaining to utility and building codes health, fire prevention, and public safety, and any rules or regulations of the Convention Center, including any union labor work rules, while participating at the Conference. All rights and privileges granted to Exhibitor under this Agreement are subject to and subordinate to the master leases between Viticus Group and the Mandalay Bay Resort and Casino.

### **BREACH**

If Exhibitor fails to make any payments on time as stated herein or breaches any of its obligations under this Agreement, and fails to cure such breach in a timely manner to Viticus Group's satisfaction, Viticus Group will have the right to immediately terminate this Agreement, retain Exhibitor's Exhibit Space deposit and all other monies paid to Viticus Group prior to the breach, and withhold from Exhibitor possession and occupancy of the Exhibit Space or direct Exhibitor to immediately vacate the Convention Center. Viticus Group is expressly authorized (but has no obligation) to occupy or dispose of any Exhibit Space vacated or made available by reason of any action taken under this Section in such manner as Viticus Group may deem best.

Exhibitor expressly agrees to pay Viticus Group all costs and expenses incurred in such removal, together with the full Exhibit Space Fee set forth in the Application and Contract for Exhibit Space and any collection costs incurred by Viticus Group, including but not limited to all reasonable attorneys' fees, court costs and interest. A breach by Exhibitor of its obligation under this Agreement shall jeopardize Exhibitor's ability to exhibit at future Viticus Group Conferences or events. Viticus Group's rights under this Section are non-exclusive remedies and Viticus Group expressly reserves any and all of its rights and remedies under applicable law.

### **VITICUS GROUP DECISIONS/ AMENDMENTS/ VIOLATIONS**

Any and all matters, compliance issues or questions not specifically covered or addressed in this Agreement, including these Rules & Regulations will be subject solely to the decision and determination of Viticus Group. Exhibitor agrees that Viticus Group will have full power in any matter of interpretation, amendment and enforcement of all Rules and Regulations and in the Convention Center license agreement to which Viticus Group is or will be a party, as Viticus Group deems necessary for the general success of the Conference. In all instances Viticus Group's decisions and rulings will be final.



### **RIGHT TO OFF-SET-USE OF EXHIBIT SPACE FEES AND DEPOSIT**

Exhibitor expressly acknowledges that Viticus Group reserves the right to apply any Exhibit Space Fee and deposit amounts paid pursuant to this Agreement (i) to remedy any breach by Exhibitor under this Agreement; (ii) to remedy any breach of Exhibitor or its affiliates under any other agreement(s) between Exhibitor or its affiliates and Viticus Group or its affiliates; (iii) for payment of any checks returned for NSF (including any bank fees related to the NSF check); and (iv) to pay any onsite violations fees Exhibitor incurs. Exhibitor agrees to pay to Viticus Group the amount offset against a past due amount within ten (10) days of the date of Viticus Group's notice or, if the deadline for the applicable payment is more than ten (10) days from the date of the notice, by the applicable deadline. If Exhibitor fails to pay the offset amount within the required period, Exhibitor shall be considered to be in breach of its payment obligations under this Agreement and Viticus Group shall have the right to terminate or change Exhibitor's Exhibit Space and exercise its other rights under this Agreement.

If any portion of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, void or invalid, then that portion will be considered severed from this Agreement and all remaining portions will remain in full force and effect as long as the essential terms of this Agreement remain valid, legal and binding. No waiver of any breach, failure, right, or remedy will be considered as a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless made in writing and signed by Viticus Group.

### **MISCELLANEOUS**

The provisions of this Agreement are subject and subordinate to the terms and conditions of the license Agreement between Viticus Group and Mandalay Bay Resort and Casino



These Terms and Conditions are part of certain online contracting features used by WVC Inc., a Nevada non-profit corporation d/b/a Viticus Group ("Viticus Group"), which allow you to contract with Viticus Group pursuant to one or more Exhibitor Agreements, Exhibitor Meeting Space Rental Agreements, Sponsorship & Advertising Agreements, or any other agreement which incorporates or is electronically linked to these terms and conditions. These Terms and Conditions may also be used as an attachment to the foregoing agreements or other agreements. In the event these Terms and Conditions are attached to an application to enter into an agreement with Viticus Group, you acknowledge that these Terms and Conditions shall apply to the agreement arising if such application is approved. Each of such agreements entered into by you, which references being subject to these Terms and Conditions, is referred to in these Terms and Conditions as an "Agreement" and collectively all of such agreements entered into by you are referred to as "Agreements." The party to the Agreement which is not Viticus Group is referred to in these terms and conditions as "you." These Terms and Conditions govern all Agreements entered into by you.

## 1. Force Majeure

In the event that the underlying program and/or event to which the Agreement relates (including, without limitation, the "Event" as defined in the Sponsorship & Advertising Agreement) (collectively, "Events") do not occur due to any reason beyond the reasonable control of Viticus Group, including but not limited to acts of God, strikes, labor disputes, government requisitions, restrictions or regulations on travel, hotel or facility availability, commodities or supplies, war or apparent act of war, terrorism or apparent act of terrorism, disaster, civil disorder, epidemic or pandemic, curtailment, suspension, and/or restriction on transportation, facilities/means of transportation, or any other occurrence (collectively, a "Force Majeure"), Viticus Group shall have the right to immediately terminate this Agreement without liability. In the case of such termination, Viticus Group shall return all fees paid by you to Viticus Group prior to such termination, less any costs or expenses incurred or expended by Viticus Group prior to the date of termination, provided the amount Viticus Group retains shall not exceed twenty percent (20% of the aggregate amount of such fees). Notwithstanding anything to the contrary, Viticus Group shall not be liable to Sponsor for any claims, damages, costs or liabilities of any kind whatsoever if any Event is terminated, delayed, rescheduled, postponed due to a Force Majeure event.

## 2. Obligation to Comply with Applicable Law

By entering into an Agreement, you agree that you are solely responsible for complying with all applicable laws, regulations, rules, industry standards, or codes relating to the performance of your obligations or the activities contemplated under the Agreement including without limitation all applicable laws, ordinances, rules and regulations pertaining to utility and building codes health, fire prevention, and public safety, and any rules or regulations of the convention center or other forum where an Event is held, including any union labor work rules, while participating at the Event ("Applicable Laws"). Specifically, and without limiting the foregoing, you expressly agree that you are solely responsible for complying with all Applicable Laws relating to data privacy, data security, breach notification, and obtaining any consents or providing necessary disclosures for the processing of personal information in connection with your activities. You are solely responsible for obtaining any licenses, permits, tax identification numbers or approvals required under applicable federal, state or local laws related to any of your activities at an Event or otherwise related to your obligations under an Agreement. You are responsible for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with your activities.

## 3. Confidentiality

"Confidential Information" means all information which a reasonable person would consider to be confidential. Confidential Information shall include, but is not limited to, information regarding Viticus Group, its operations, programs, activities, financial condition, and the Events. During the term of the Agreement, each party shall use and reproduce the other party's Confidential Information only for purposes of the Agreement(s) and only to the extent necessary for such purposes. Each party shall restrict disclosure of the other party's Confidential Information to its employees and agents with a reasonable need to know such Confidential Information, and shall not disclose the other party's Confidential Information to any third party without the prior written consent of the other party.

## 4. Indemnification

In addition to any indemnity set forth in any Agreement, to the maximum extent permitted by law, you agree to protect, indemnify, defend (with legal counsel satisfactory to Viticus Group), save and hold harmless Viticus Group, the owner and operator of the Event venue, and their respective subsidiaries, affiliates, directors, officers, agents, representatives, consultants, partners, and employees from and against all claims, taxes, losses, damages (including actual, direct, indirect, consequential, punitive, nominal, and any other kind), liabilities, costs, and expenses, including reasonable attorneys' fees and other legal expenses, related to any third-party claim, suit, investigation, or judgment arising directly or indirectly from or in any way related to your actions or failure to act with respect to the Agreement including, without limitation, (i) your use of any convention center or conference services with respect to an Event, (ii) your noncompliance with or breach of the Agreement (including the relevant Exhibits and these Terms and Conditions), and (iii) claims of infringements of intellectual property rights, for failure or alleged failure to obtain required permits or licenses, property damage or personal injury including death, caused by or attributed in part or in whole to any action or failure to act whether by negligence or otherwise on the part of Exhibitor or any of its directors, officers, employees, agents, representatives, guests or invitees, except to the extent due to the sole negligence or willful misconduct of Viticus Group or its owners, directors, officers, employees, representatives and agents.

## 5. Insurance

You acknowledge and agree that it is your responsibility to secure all insurance that Viticus Group may reasonably request (which shall be the amounts set forth in the Agreement, if applicable) in connection with the parties' performance of their obligations under the Agreements, and you will provide a certificate of insurance, including as additional insureds such parties as may be reasonably required by Viticus Group (as set forth in the Conference Rules and Regulations), to Viticus Group thirty (30) days prior to the Event. Your access to the Event will not be allowed if you fails to provide the certificate of insurance. Alternatively, Viticus Group shall have the right, but not the obligation, on your behalf, for an additional fee, to obtain short-term general liability insurance or such other insurance as it may reasonably determine is necessary in lieu of insurance carried by you. All insurance required to be carried by you hereunder shall be primary, not contributory, with any other valid and collectible insurance of Viticus Group and shall be written on an occurrence made basis. Claims made policies are not acceptable and do not constitute compliance with your obligations under this provision. All insurance must be provided by an insurance company with a Best's Rating of A, XII or better, which is legally authorized to



transact business in the State of Nevada. Additionally, notwithstanding any insurance which may be required by Viticus Group, you are advised to obtain suitable insurance coverage for your own property and activities. Neither Viticus group nor any other additional insureds maintain insurance covering any of your property. It is your sole responsibility to obtain such insurance. Viticus Group's insurance requirements are not a representation that such coverage is sufficient for you, and you should consult with your own insurance advisors to determine appropriate levels of insurance for you. You shall include in each of your insurance policies covering loss, damage, or destruction covered by "all risk." property insurance a waiver of the insurer's right of subrogation against all additional insured parties or if such waiver should be unobtainable or unenforceable, (i) an express agreement by such insurance company that such policy shall not be invalidated if the insured waives or has waived before the casualty or liability the right of recovery against any party responsible for a casualty or liability, or (ii) any other form of permission by such insurance company for the release of the additional insureds. While the foregoing waiver of right of recovery is in effect, you shall look solely to the proceeds of your property insurance policies to compensate you for any loss occasioned by fire or other insured casualty. You agree to waive the right of subrogation by your insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property.

## 6. Limitation of Liability

YOU EXPRESSLY ASSUME ALL RESPONSIBILITY, LIABILITY AND RISK ASSOCIATED WITH, RESULTING FROM OR ARISING IN CONNECTION WITH YOUR PARTICIPATION OR PRESENCE AT EACH EVENT, INCLUDING, WITHOUT LIMITATION, ALL RISKS OF THEFT, HARM, LOSS, DAMAGE OR INJURY TO OR OF ANY PERSON (INCLUDING DEATH), YOUR OWN PROPERTY OR THE PROPERTY OF OTHERS, YOUR BUSINESS OR PROFITS, TORTIOUS ACTIVITY OF ANY KIND (INCLUDING LIBEL, SLANDER OR INJURIES CAUSED BY SOUND LEVELS IN OR AROUND ANY EXHIBIT) WHETHER CAUSED BY NEGLIGENCE, INTENTIONAL ACT, ACCIDENT, ACTS OF GOD OR OTHERWISE PRIOR TO, DURING OR SUBSEQUENT TO THE PERIOD COVERED BY THIS AGREEMENT. IN NO EVENT WILL VITICUS GROUP OR ANY ADDITIONAL INSURED PARTY OR THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY NATURE OR FOR ANY REASON WHATSOEVER WHETHER OR NOT APPRISED OF THE POSSIBILITY OF ANY SUCH LOST PROFITS OR DAMAGES. EXHIBITOR EXPRESSLY ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PROVIDED UNDER APPLICABLE LAW VITICUS GROUP'S MAXIMUM LIABILITY TO YOU IN ANY WAY RELATED TO, IN CONJUNCTION WITH OR ARISING FROM AN AGREEMENT, THE USE, REFUSAL, REJECTION OF EXHIBIT SPACE, MEETING SPACE, OR OTHERWISE IN CONNECTION WITH AN EVENT, OR JUDICIAL DETERMINATION OF VITICUS GROUP'S WRONGFUL CANCELLATION, WILL BE LIMITED SOLELY TO THE RETURN OF ALL OR A PRORATED PORTION OF ANY FEE PAYMENT PREVIOUSLY PAID BY YOU TO VITICUS GROUP.

## 7. Authority

Each party represents to the other party that the individual executing each Agreement on such party's behalf has the requisite authority to enter into the Agreement.

## 8. No Partnership

This Agreement does not constitute a partnership or joint venture between the parties. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, except as expressly provided in this Agreement. Nothing herein contained shall give, or is intended to give, any rights of any kind to any third parties.

## 9. Amendment, Waiver, Discharge, Severability, etc.

No Agreement may not be amended, released, discharged, abandoned, changed or modified in any manner, except by an instrument in writing signed on behalf of each of the parties hereto by their duly authorized representatives. The failure of any party hereto to enforce at any time any of the provisions of an Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of the Agreement or any part thereof or the right of any party thereafter to enforce each and every provision. No waiver of any breach of an Agreement shall be held to be a waiver of any other or subsequent breach. If any portion of any Agreement shall be determined to be invalid, then such portion shall be severed from the Agreement and all remaining portions shall remain in full force and effect.

## 10. Entire Agreement

Each Agreement, these Terms and Conditions and any schedules, exhibits and the like attached or provided under the Agreement, are an integral part of such Agreement and incorporated by reference in full (collectively the "Exhibits"). Each Agreement, the Exhibits attached thereto and these Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersede any other agreements, written or oral, relating to the subject matter. Should any inconsistency exist or arise between a provision of any Agreement, these Terms and Conditions and/or a provision of any Exhibit, the provision of these Terms and Conditions shall prevail over the Agreement and the Exhibits, and the terms of the Agreement shall prevail over the Exhibits. The headings of the various sections of an Agreement and these Terms and Conditions are inserted only for convenience of reference and are not intended nor shall they be construed to modify, define, limit or expand the intent of the parties as expressed herein.

## 11. Notices

All notices or other communications required or permitted under each Agreement shall be in writing and may be given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, by overnight courier, or by delivering the same in person to such party, at the addresses set forth in the Agreements. Notice shall be deemed given and effective the day personally delivered or via email, the day sent by overnight courier and the day of deposit in the U.S. mail of a writing addressed and sent as provided above. Any party may change the address for notice by notifying the other parties of such change in accordance with this Section.



## 12. Counterparts

Each Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The exchange of copies of each Agreement and of signature pages by electronic transmission in PDF format, or by digital signature effected by clicking shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile transmission or by electronic transmission in PDF format shall be deemed to be their original signatures for all purposes.

## 13. Public Announcement

No party hereto shall issue any press release or public announcement or otherwise divulge the existence of an Agreement or the transactions contemplated hereby without the prior written approval of the other party hereto, except as and to the extent that such party shall be obligated by an Agreement or by law, in which case the other party shall be so advised and the parties shall use their best efforts to cause a mutually agreeable release or announcement to be issued.

## 14. Legal/Collections Fees

Unless otherwise expressly set forth in the Agreement, each party is responsible for attorney's fees incurred on its behalf in connection with each Agreement or disputes governed and/or arising under each such Agreement. Notwithstanding the foregoing sentence, legal and/or collections fees incurred in attempt to collect debt owed to Viticus Group shall be paid by you.

## 15. Department of Taxation

If you plan to sell, deliver and receive payment for tangible goods at an Event that is held in the State of Nevada, the State of Nevada Department of Taxation ("NVDOT") requires that you complete and return a One-Time Sales Tax Return to the NVDOT. If you have already registered with the NVDOT, you may file your sales tax return; however, you are required to notify Viticus Group of this fact in writing, and provide Viticus Group with your 10-digit state taxpayer identification number. A form will be provided to you on-site or immediately after each Event. Viticus Group will attempt to communicate this information leading up to and throughout the dates of each Event; however, it is your sole responsibility to comply with this requirement and file a return whether or not you receive the form or notice from Viticus Group.

## 16. Assignment

You may not be assign this Agreement to any other party without the prior written consent of Viticus Group. Any change in your ownership or control will be deemed a transfer requiring consent. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and permitted assigns. Any attempted assignment in violation of this Section shall be of no force or effect.

## 17. Severability and Waiver

If any portion of an Agreement (including, without limitation, any Exhibits or these Terms and Conditions) becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, void or invalid, then that portion will be considered severed from this Agreement and all remaining portions will remain in full force and effect as long as the essential terms of this Agreement remain valid, legal and binding. No waiver of any breach, failure, right, or remedy will be considered as a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless made in writing and signed by Viticus Group. Termination of an Agreement will not affect or modify those obligations of the parties under the Agreement that by their terms are to survive the termination of the Agreement.

## 18. Governing Law; Jurisdiction; Jury Trial Waiver

The Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without reference to the principles of conflicts of laws of such jurisdiction. Each of the parties submits to the jurisdiction of any competent federal or state court sitting in Clark County, Nevada to the exclusion of all other venues of any other state, territory or country. Judgment on any award rendered in a proceeding may be entered in any court of competent jurisdiction. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM, WHETHER IN CONTRACT OR IN TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THE AGREEMENT.