

TERMS & CONDITIONS

1. Exhibitor Covenants

- a. The Exhibitor agrees to abide by all rules and regulations adopted by Show Management and contained in this Agreement and online Exhibitor Services Information, which is part of this Agreement and available on the ISE website: <http://www.SportsExpos.com/exhibit/>
- b. All matters not covered in these rules and regulations are subject to the decision of Show Management. Exhibitor agrees that Show Management shall have the final decision in any disputes between Exhibitor and the adoption of any rule or regulation deemed necessary prior to, during and after the show.
- c. Exhibitor agrees to abide by all rules, requirements and regulations of the official contractors serving the Facility and all rules, requirements and regulations of the Facility and the jurisdiction in which the facility is located.
- d. In the event Exhibitor defaults in the performance of any of the rules and regulations contained in this Agreement, and Show Management employs attorneys to enforce any part of the Agreement, Exhibitor shall reimburse Show Management for attorney fees incurred whether or not suit is actually filed.
- e. Exhibitor agrees to obtain, at its own expense, any license(s) and/or permit(s) and/or authorization from government bodies that may be required for the operation of the Exhibitor's trade of business and to pay all taxes that may be levied against Exhibitor as result of the operation and business during the show.
- f. Show Management reserves the right, in its sole discretion, to: 1) determine the eligibility of Exhibitor and exhibits for the show, 2) reject or prohibit exhibits or Exhibitor that Show Management considers objectionable, 3) relocate Exhibitor or exhibits when in Show Management's opinion such moves are necessary to maintain the show's character and/or good order, and 4) should any rented space remain unoccupied on the opening day, or at any time thereafter, Show Management may rent said space to another Exhibitor, but this shall not be construed as affecting the obligation of the no-show Exhibitor to pay the full amount of the rental Agreement, whether or not said space is resold.
- g. An Exhibitor warrants it is properly licensed by the appropriate authorities to sell and operate the products and/or services it is offering the public at the show.

2. Display & Products

- a. Exhibitor agrees to occupy the contracted space during the term of the show and to exhibit only the products described on the Agreement and approved by Show Management.
- b. Show Management does not guarantee in any way the attendance figures for any Event or the success of any Exhibitor.
- c. Show Management does not offer exclusivity for any products or services.
- d. Exhibitors are to have their booth set up and ready one hour prior to show opening unless Show Management gives prior written approval. Failure to occupy a leased space during all of the exhibition hours may be cause for Show Management to remove and replace the display with that of another Exhibitor.
- e. Exhibitor shall maintain a responsible individual or individuals in the leased space at all times during the designated exhibition hours. Exhibitor shall be responsible for the conduct of any employee, agent, visitor or guest of Exhibitor in the exhibit space.
- f. To enter show, all exhibitor working personnel must display credentials provided by Show Management. Credentials are nontransferable.
- g. Show Management reserves the right to cancel any transferred credentials or credentials used by any party other than the individual to whom they were issued.

3. Assignment and Subletting - The Exhibitor shall not assign any rights under this Agreement or sublet the space without the prior written permission of Show Management, whose permission may be arbitrarily withheld.

4. Indemnity - Exhibitor agrees to defend, indemnify and hold harmless Show Management from all third-party investigations, threats, claims, demands, lawsuits, arbitrations and judgments (collectively "Claims") against Show Management arising from, or related to, Exhibitor's actions. It is expressly understood that Exhibitor's actions are meant to include the actions of attendees interacting with Exhibitor, Exhibitor's staff and/or Exhibitor's exhibit at a show. Upon acceptance of Exhibitor's Indemnity Obligation, Exhibitor shall have the right to appoint counsel for Promoter and control the defense and/or resolution of all Claims.

5. Exhibitor's Property

- a. Although security service will be furnished for the show, all of the Exhibitor's property at the show shall be at the sole risk of the Exhibitor and neither Show Management nor the Facility assumes any responsibility for damage to, loss, or theft of property belonging to Exhibitor, its agent, employees, business invitees, visitors or guests.
- b. All video and still photography of any show exhibit and/or exhibit staff taken by any agent of Show Management will remain the property of Show Management for use in promoting current and future events or for use of any other purpose.
- c. Any property shipped by an Exhibitor to the show city should be sent directly to the decorator's receiving point as specified in online Exhibitor Services Information. Show management will not sign for or accept items sent to the show site.
- d. Exhibitor agrees to remove its exhibit from show site by the final move-out date and time; and, in the event of failure to do so, Exhibitor agrees to pay Show Management for any additional incurred costs. A breach of any conditions of this Agreement, which shall result in damages to Show Management, or a failure by Exhibitor to remove an exhibit or equipment at the time determined by Show Management, shall cause the Exhibitor to become immediately liable on any unpaid sums.

6. Building

- a. Exhibitor is liable for any damage caused to the building or to any property of Show Management, its agents, other Exhibitors, or any other person or entity.
- b. Any special electricity, carpentry, wiring, gas, water, steam or drainage connection shall be installed by the Facility at the Exhibitor's expense.
- c. Prior to displaying any firearm, exhibitor must sign a separate "Firearms Agreement" covering additional rules and regulations for the display and safekeeping of firearms while on facility premises, if allowed. Operable firearms are not permitted in the show.
- d. Smoking is never permitted inside facility. Displays causing smoke or offensive odors must be approved by show management and provide an exhaust to outside of the building.

7. Cancellation and Termination of Contract

- a. This Agreement may only be canceled if a written notice is received and accepted by Show Management prior to September 30. Upon acceptance of the cancellation of this Agreement, all sums paid in advance will either be refunded or credited to another show.
- b. If the Exhibitor cancels after September 30, Exhibitor is liable for full payment of the exhibit space rental, whether or not it has been paid in full as of that date. All sums paid and/or owed will be forfeited and retained by Show Management as liquidated damages.
- c. In the event the Exhibitor fails to make a timely payment or fails to comply in any respect with the terms of this Agreement, Show Management reserves the right to cancel this Agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate.
- d. Failure to appear at the event does not release the Exhibitor from responsibility for payment of the full cost of the space rented.
- e. In the event the Exhibitor's check is returned by a bank due to insufficient funds, a \$25.00 administration fee will be charged.

8. Cancellation or Curtailment of Show

- a. Should the premises where the show is being held become unavailable for occupancy, for "cause or causes" not within the control of Show Management, Show Management and sponsors will not be held responsible for any claims that might arise in consequence thereof. The "cause or causes" listed will include, but not be limited to, such items as: pandemic, fire, lightning, flood, casualty, explosion, weather, epidemic, earthquake, acts of public enemies, acts of terrorism, riots or civil disturbances, strike, lockout, boycott, or other Acts of God.
- b. Show Management reserves the right to cancel or postpone the Show before event's opening without any liability on the part of Show Management.

9. Insurance - Exhibitor acknowledges that Show Management and the facility in which exhibits are housed do not maintain insurance covering Exhibitor's property or persons, and that it is the sole responsibility of each Exhibitor to obtain business interruption, property damage, extra territorial, personnel, public liability and any other related insurance.

10. Limitation of Liability - In addition to the specific provisions in this Agreement, Show Management shall have no liability whatsoever arising out of, or related to, indirect, special, incidental, punitive or consequential damages. This includes damages for loss of business, loss of profits, litigation or the like, whether based on breach of contract, breach of warranty or tort (including negligence), even if advised of the possibility of such damages. Exhibitor agrees that in no event shall recoverable damages exceed the amounts paid by Exhibitor under this agreement.

11. Terms and Conditions of this agreement are applicable to all shows produced and managed by Show Management.

12. Complete Contract

- a. This Agreement, together with the online Exhibitor Services Information and any attachments provided by Show Management, constitute the complete Agreement between Show Management and the Exhibitor. This Agreement supersedes all previous or contemporaneous negotiations, arrangements or understandings between Show Management and the Exhibitor with respect to the subject of this Agreement. Exhibitor agrees it is not relying on any other statement(s), representation(s) or omission(s) made by Show Management, its agents, employees and representatives, prior to this Agreement, and/or not contained in this Agreement, in its decision to enter this Agreement and participate as an Exhibitor.
- b. No modification of this Agreement shall be valid unless approved in writing by Show Management.
- c. This Agreement shall be construed under the laws of the State of Washington and all obligations hereunder shall be performable in Washington. All legal actions brought to enforce rights under this Agreement shall be instituted in the courts of Clark County, Washington.
- d. This Agreement shall not be construed against either party.