

**THESE TERMS AND CONDITIONS, AND ALL ATTACHMENTS HERETO, CONSTITUTE THE "LICENSE AGREEMENT."****1. EXHIBITOR COVENANTS**

- a) Exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Show, (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Show, (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Show, and (iii) abide by all rules and regulations governing the Show established from time to time by Marketplace Events LLC ("MPE"), including rules and regulations set forth in the Exhibitor Manual.
- b) Exhibitor agrees to observe, to the extent applicable, all union contracts and labor relations agreements in force (i) between MPE and contractors providing services to the facility, and (ii) governing companies operating in the facility in which the Show is taking place.
- c) Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.
- d) Exhibitor agrees not to conduct or be associated with any promotional contests or giveaways held at or offered in connection with the Show without the prior written consent of MPE.
- e) Exhibitor will not play, perform, broadcast or reproduce at the Show, or include in any materials submitted by Exhibitor to MPE for use in Show promotion, any music, television or radio broadcast, or any third party copyrighted photo or material, or material that is subject to other third party proprietary rights ("Work"). Exhibitor agrees to indemnify, defend and hold harmless MPE and the facility (and their respective officers, directors, employees, insurers, agents, representatives and those for whom Exhibitor is responsible in law) against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by Exhibitor, its agents, representatives, employees and those for whom Exhibitor is responsible in law.
- f) Exhibitor will occupy the contracted exhibit space during all Show dates and hours, will only sell, promote or advertise the products and services described in this License Agreement and will ensure that all Exhibitor personnel conduct themselves in a professional manner. Any space not claimed or occupied by the end of the last move-in day may be resold or reassigned by MPE without any obligation to refund Exhibitor for any amounts paid. Exhibitor acknowledges that MPE and/or the facility may have sponsorship obligations that prohibit the promotion of certain categories of products or services at the Show. Exhibitor will promptly remove any products, promotional or educational materials not included in this License Agreement upon MPE's request. Failure to do so may result in MPE shutting down the entire space.
- g) Exhibitor consents to be photographed, filmed and otherwise recorded during the Show and consents to MPE's use of such photography, filming or recording for any reason in all media.

2. MPE RIGHTS

- a) MPE reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for the Show; (ii) reject or remove exhibits, Exhibitors, Exhibitor personnel or promotional activities that MPE considers objectionable, inappropriate, disruptive or dangerous; (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors to comparable space; (iv) cancel, in whole or in part, the Show due to an event of force majeure; or (v) change the date, location and duration of the Show; without any liability to MPE.
- b) MPE shall have the right to establish and amend or modify any regulations governing use of the facility and the Show.

3. ASSIGNMENT AND SUBLETTING

Exhibitor shall not assign any rights or sublet space under this License Agreement without the prior written permission of MPE, which permission may be withheld in MPE's sole discretion.

4. INDEMNIFICATION

Exhibitor shall indemnify, defend and hold harmless MPE and the facility, their respective officers, directors, agents, representatives and employees, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind ("Claims") resulting from: (i) any breach of any representation or warranty of Exhibitor contained in this License Agreement, (ii) any breach of any covenant or other obligation or duty of Exhibitor under this Agreement or under applicable law, (iii) any act or omission of Exhibitor; (iv) any negligence, or willful misconduct by or on behalf of Exhibitor or its employees or agents, excluding to the extent Claims result from the negligence or willful misconduct of MPE; and/or (v) any interaction or commercial transaction between Exhibitor and a Show attendee. This section shall survive termination of the License Agreement.

5. LIABILITY AND INSURANCE

- a) Exhibitor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to MPE for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name MPE as additional insured and insure Exhibitor against all claims of any kind arising from or in any way connected with Exhibitor's presence or operations at the Show. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of MPE, Exhibitor shall provide MPE with a certificate of insurance verifying the policy.

- b) Exhibitor is responsible to insure and protect its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against MPE, the Show sponsors or the facility in which the Show is held, for any loss, damage or injury howsoever caused, to Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.
- c) Neither MPE nor the facility will assume liability for loss for damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by Exhibitor, except to the extent caused by MPE's or the facility's gross negligence or intentional misconduct.

6. BOOTH DISPLAY

- a) All exhibits require full floor covering. Booth construction and signage must be exhibited in accordance to the rules and regulations pertaining to Exhibitor's booth type and as outlined in the Exhibitor Manual.
 - Signs must be one-sided, and not face into another exhibitor's booth.
 - No hand written signs are allowed – use professional signs only.
 - No tents without consent of Show Management.
 - Tables must be professionally skirted (no plastic) with floor-length skirting that is pleated or gathered. Fine furniture is acceptable without skirting.
- b) Exhibitor shall not dismantle or remove its display or goods during the term of the Show, and shall keep its display intact until the end of the closing hour on the last Show day. Exhibitor shall remove its display and equipment from the Show site by the final move-out day and return its space to the same condition as it was in at the move-in date. If Exhibitor fails to do so, MPE may dispose of the display and equipment at the cost of Exhibitor.

7. CANCELLATION AND TERMINATION

- a) MPE shall have the right to immediately terminate this License Agreement in the event that: (i) Exhibitor violates or breaches any of the terms, conditions, representations or warranties of this License Agreement, including Exhibitor's payment obligations or Exhibitor's failure to appear at the Event; (ii) Exhibitor, or any of its principles, behaves in a manner or engages in any activity that MPE reasonably believes would bring Exhibitor or MPE into public disrepute, contempt, scandal or ridicule, or would materially reflect unfavorably on Exhibitor or MPE or the Show, including but not limited to conflicts with other exhibitors, attendees or other show participants at the Event, a rating with the Better Business Bureau of D+ or below, or a substantial number of negative reviews on Yelp or similar sites; (iii) MPE determines, in its sole discretion, that Exhibitor is promoting the sale of potentially illegal or unsafe products or that Exhibitor is engaged in deceptive, false, or misleading advertising or activity; or (iv) Exhibitor is removed from one of MPE's other events for any of the above-referenced reasons.
- b) All deposits/payments received by MPE or due to MPE up to the date of cancellation or downsize are non-refundable and non-transferable. If the License Agreement is terminated, or any space is downsized, the balance of the full cost of the space shall be immediately due. This payment shall be considered liquidated damages (not a penalty) for breach of this License Agreement.
- c) In the event of termination of this License Agreement, MPE shall have the right to immediately occupy the space and utilize it in any manner as MPE deems appropriate, including, but not limited to, re-licensing its use to another exhibitor. Exhibitor shall not be entitled to any offset or mitigation of the amount due under this License Agreement as a result of the use of or payment for the space by another exhibitor in the Show.

8. FORCE MAJEURE

In the event that (i) the facility in which the Show is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) MPE is unable to permit Exhibitor to occupy the facility or the space beyond the control of MPE, or (iii) if the Show is cancelled or curtailed, for reasons beyond the control of MPE, including but not limited to, casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott, MPE will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that Exhibitor may suffer.

9. MISCELLANEOUS

- a) Waiver by MPE of any breach of any term or provision of this License Agreement by Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision hereof.
- b) The terms of this agreement may not be changed or modified, except by an instrument in writing signed by both parties hereto, or their respective successors or assigns.
- c) This License Agreement shall be governed by and construed in accordance with the laws of the governing jurisdiction in which the Show is held.
- d) If a show guide is produced for the show, MPE is not responsible for any errors or omissions in the show guide.