

1. EXHIBITOR COVENANTS

- a) The exhibitor agrees to abide by all rules and regulations adopted by AMP Expos and sponsors and agrees that AMP Expos shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the event.
- b) The exhibitor agrees to observe all union contracts, and labor relations agreements in force, agreements between AMP Expos and the official contractors serving the event facility, and companies operating in the building in which the event is taking place and to observe the labor laws of the jurisdiction in which the building is located. The exhibitor will not do anything directly or indirectly connected with their display which might be a violation of any laws, bylaws, ordinances, or regulations of any government or regulatory body.
- c) The exhibitor agrees to obtain, at its own expense, any licenses or permits which are required, including without limitation, from government bodies, trade or industry associations, and any other third parties, for the operation of its trade or business during the event and to pay all taxes that may be levied against it as a result of the operation of its trade or business in their space allocated.
- d) The exhibitor agrees not to conduct or be associated with a promotional contest in connection with the event, where a prize or prizes having a value in excess of \$50 are offered, unless the exhibitor
 - (i) satisfies AMP Expos that the contest is being operated in accordance with law and
 - (ii) provides a letter of credit or other security satisfactory to AMP Expos covering the value of the prize(s).
- e) The exhibitor agrees to obey any non-smoking regulations in effect at the facility and agrees to ensure that its officers, agents, employees, and those for whom in law they are responsible for, obey any such regulations.

2. DISPLAY

- a) The exhibitor agrees to occupy the contracted exhibit space during the term of the event and to exhibit only the products described in the contract
- b) AMP Expos reserves the right, in its sole and unfettered discretion to
 - (i) determine the eligibility of exhibitors and exhibits for the event,
 - (ii) reject or prohibit exhibits or exhibitors which AMP Expos considers objectionable, and
 - (iii) relocate exhibitors or exhibits when AMP Expos opinion such moves are necessary to maintain the character and/or good order of the event.

3. ASSIGNMENT AND SUBLETTING

- a) The exhibitor shall not assign any rights under this agreement or sublet the space without prior written permission of AMP Expos which permission may be arbitrarily withheld.

4. INSURANCE

- a) The exhibitor shall obtain and maintain at its own expense during the period commencing on the first move-in date and terminating on the last move-out date, a policy of insurance acceptable to AMP Expos. The policy of insurance shall name AMP Expos and the facility in which the event is held as loss-insureds and shall insure the exhibitor against all claims of any kind arising from or in any way connected with the exhibitor's presence or operations at the event. Policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of AMP Expos the exhibitor shall provide AMP Expos with a copy of such policy **TWO WEEKS** prior to move-in.

5. INDEMNITY

- a) The exhibitor accepts all risks associated with the use of the exhibit space and environs. The exhibitor shall not make any claim or demand or take any legal action, whatsoever, against AMP Expos the event sponsors or the facility in which the event is held, for any loss, damage or injury howsoever caused, to the exhibitor, its officers, employees, agents or their property.
- b) The exhibitor agrees to indemnify and hold harmless AMP Expos, event sponsors and the facility, their respective officers, agents and employees, against all claims, costs and charges of every kind resulting from their occupancy of the exhibit space or its environs, for personal injuries, death, property damages or any other damage sustained by the exhibitor or its officers, agents, employees or those for whom in law they are responsible, or AMP Expos or a visitor to the event.

6. EXHIBITORS PROPERTY

- a) All of the exhibitor's property at the event shall be at the sole risk of the exhibitor and AMP Expos assumes no responsibility for loss or damage thereto.

7. BUILDING

- a) The exhibitor is liable for any damage they cause to the facility or to any property of AMP Expos its agents or any other exhibitor. The exhibitor may not apply paint, lacquer, adhesive or other coatings to the facility or to the property of AMP Expos, its agents or any other exhibitor.

8. CANCELLATION AND TERMINATION

- a) This contract may only be cancelled if notice is received in writing, delivered by certified mail, to AMP Expos: (i) for annual events, at least one hundred twenty (120) days prior to first day of the event (ii) or for biennial events, at least one hundred eighty (180) days prior to the first day of the event (iii) or for gift events, thirty-five (35) days prior to first day of the event. If exhibitor cancels prior to or on these dates, exhibitor is liable for a **50% of exhibit space rental cost for cancellation**. If exhibitor cancels after these dates, exhibitor is liable for full payment of the exhibitor's space rental. This also includes contracts signed after the cancellation deadline.
- b) In the event the exhibitor fails to make payment as aforesaid or fails to comply in any respect with the terms of this contract, AMP Expos reserves the right to cancel this contract without notice and all rights of the exhibitor hereunder shall cease and terminate. Any payment made by the exhibitor on account hereof will be retained by AMP Expos as liquidated damages for breach of this contract and AMP Expos may thereupon re-rent said space. Failure to appear at the event does not release the exhibitor from responsibility for payment of the full cost of the space rented. Exhibitor is liable for collection costs, including reasonable attorney fees. NSF checks are subject to \$75 administrative charge, and may terminate the rental space contract.

9. REMOVAL OF EXHIBITS

- a) The exhibitor agrees no display will be dismantled or goods removed during the entire run of the event but will remain intact until the end of the final closing hour of the last day of the event. **If break down occurs before the close of published hours, the exhibitor will automatically be charged \$100 to the payment method on file.** The exhibitor also agrees to remove its display and equipment from the event site by the final move-out time limit, or in the event of failure to do so, the exhibitor agrees for such additional cost as may be incurred.

10. CANCELLATION OR CURTAILMENT OF EVENT

- a) In the event that the facility in which the event is to be held or is held is destroyed or becomes unavailable for occupancy, for reasons beyond the control of AMP Expos and sponsors, or if for any reason AMP Expos is unable to permit the exhibitor to occupy the facility or the space, or if the event is cancelled, does not open in a timely manner, or curtailed, AMP Expos and sponsors will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the exhibitor may suffer. The reasons listed include, but are not limited to, such reasons as: casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other acts of God, acts of public enemies, riots or civil disturbances, strike, lockout, boycott or acts of terrorism, then the lease shall be modified or terminated and the Exhibitor hereby waives any claim for damages or compensation except for the prorated return of the amount of booth rental fee less any and all reasonable expenses incurred by the Event Management for advertising, salaries, operating expenses, etc

11. COVENANT TO NON COMPETE

AMP Expos retains exclusive rights to produce the event, maintaining the relationship with the building and suppliers.

- a) All information, contracts, floorplans, pricing strategies are deemed intellectual property of AMP Expos.
- b) Any information used to the benefit of exhibitors, sponsors, speakers or suppliers circumventing AMP Expos as a production company is deemed an act of Competition of Production and will result in litigation.

NSF CHECKS

- a) In the event that the exhibitor's check is returned by a bank due to insufficient funds, a \$75 administration fee will be charged to the exhibitor.