

# 2007 Facility Operators Conference and Trade Show

## Exhibitor Contract - Terms and Conditions

- 1. Application and Registration:** Subject to your registration and payment and USIndoor's acceptance thereof, USIndoor may grant admission to, and exhibit space for, you and your officers, employees, agents (hereinafter referred to as the "Exhibitor") in connection with its Seventh Annual Facility Operators' Conference, scheduled June 14-17, 2007 (the "Event"), at the Adam's Mark Hotel, Downtown Denver (the "Adam's Mark"), 1550 Court Place, Denver, CO 80202 (contact: Soulayman Bahalla.) USIndoor reserves the right, in its sole and unfettered discretion, to determine the eligibility of exhibitors and exhibits for the show.
- 2. Individual Attendees:** Exhibitor's admission shall apply to one representative. Exhibitor may register additional *bona fide* representatives at the lowest admission rate available at the time for USIndoor Facility Members. Exhibitors who do not pre-register must complete an on-site registration form and submit proof of company affiliation. Exhibitor badges are non-transferable. Each representative must display the official badge at all times while in the exhibit area or otherwise attending any private Conference event.
- 3. Exhibit Reservation:** For each exhibit space reserved by Exhibitor, USIndoor shall allocate a 8' by 10' area for Exhibitor beginning Friday, June 15 (opening at 10:00 a.m. for setup) and ending Saturday, June 16, 2006 (break down to be completed by 6:00 p.m.) USIndoor shall assign all exhibit space, subject to its sole discretion, notwithstanding any request Exhibitor may make, and Exhibitor agrees to accept any such assignment or reassignment, if applicable. USIndoor expressly reserves its right to change the exhibit space anytime to 10' by 10' at its sole discretion.
- 4. Setup and Break Down:** Exhibitor agrees to have its booth(s) and products set up and prepared for the trade show by 3:30 p.m. on Friday, June 15<sup>th</sup>. Exhibitor agrees no display will be dismantled or goods removed until the absolute end of the trade show on Saturday, June 16th. Thereafter, Exhibitor agrees to remove its display and equipment from the show site and clean its exhibitor space by the final move-out time limit, or in the event of failure to do so, Exhibitor agrees to pay additional costs as may be incurred.
- 5. Assignment and Subletting:** Exhibitor shall not assign any rights under this contract or sublet or share its space without the prior written permission of USIndoor, which permission may be arbitrarily withheld. Exhibitor may display only the goods manufactured or dealt in by it in its regular course of business.
- 6. Services and Rental Equipment:** Most of the services customarily required by exhibitors will be available by arrangement with the Adam's Mark or its preferred providers, subject to exception based on need or the Adam's Mark's discretion. Such circumstances shall comply with the Adam's Mark policy, including but not limited to requirements for third-party indemnification and proof of insurance. No other contractors will be permitted without prior approval by USIndoor and the Adam's Mark. Exhibitors will be solely responsible for arranging necessary services with, and for payment of any fees due to, the Adam's Mark or other provider(s). Exhibitor should request directly from the Adam's Mark storage, setup, packing, labeling and shipping instructions, information regarding furniture and audio visual rental, electrical and internet services, lodgings and other accommodations not otherwise reserved and included in Exhibitor's registration with USIndoor, along with each of their attendant fees.
- 7. Furnishings Not Included:** Neither USIndoor nor the Adam's Mark will be providing exhibit dividing tape, signage, piping, draping, or extra tables unless expressly requested by Exhibitor and subject to Exhibitor's expense. Notwithstanding the foregoing, Exhibitor may supply additional tables, draping, display cases, etc., provided that all items fit entirely within the exhibit space.
- 8. Exhibitor Covenants:** USIndoor shall at all times maintain the right to terminate this contract for any conduct which USIndoor considers objectionable. a) Exhibitor agrees to abide by all rules and regulations adopted by USIndoor in the best interests of the Event and agrees that USIndoor shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the show, including modifications to this contract. c) Exhibitor agrees to obtain and maintain at its own expense any licenses or permits from government bodies which may be required for the operation of its trade or business during the show and to pay all taxes that may be levied against it as a result of the operation of the trade or business in the space.
- 9. Displays and Demonstrations:** Exhibitor agrees to occupy the contracted exhibit space during the term of the show and to exhibit only the products described under Exhibitor's registration, as accepted by USIndoor. All demonstrations, exhibits, and distribution of literature must be confined to the allotted exhibit space, except as specifically exempted in writing by USIndoor. In addition, Exhibitor agrees to use

its space for lawful purposes and to conform to laws of all applicable jurisdictions. This shall include, but is not limited to, avoiding disruptive behavior on the part of Exhibitor and its employees and agents. All persons active in an Exhibitor's area are assumed to be agents of that Exhibitor, unless the Exhibitor takes action to remove the person from this appearance or representation and notifies USIndoor immediately upon becoming aware of the situation.

10. **Prohibited Activities and Substances:** Exhibitor shall not use, or permit to be used, the property of the Adam's Mark for any purpose other than those contemplated hereunder and will not cause, maintain or permit any nuisance in, on or about the Adam's Mark property. Exhibitor shall be liable for any damage caused by it to any property of the Adam's Mark, its agents, any other exhibitor or USIndoor. Exhibitor may not apply paint, lacquer adhesive or other coatings to the property of the Adam's Mark, its agents, any other exhibitor or USIndoor. Exhibitor is strictly prohibited from possessing or transporting any materials, which involve or contain or constitute directly or indirectly any "hazardous substances," as defined by policy of the Adam's Mark, or any form or type of pyrotechnics, fireworks, flares, flames or other flammable or explosive materials or items.
11. **Insurance:** 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 that protects USIndoor and insures Exhibitor against all claims, demands, actions or proceedings for sums of money, damages, costs, penalties and losses and all liability which may be imposed by law for loss of life, personal injury, or damage to or loss of property arising from or in any way connected with the Exhibitor's presence or operations at the Event. The policy shall provide coverage of at least \$2,000,000 for each separate occurrence and, upon USIndoor's or the Adam's Mark's request, name them as "additional insureds." Neither USIndoor nor the Adam's Mark assumes any responsibility for the safety of the personnel and property of Exhibitor or the personal property of its officers, agents, servants or employees. Should Exhibitor wish to insure its personnel or goods against injury, theft, damage by fire, accident or other cause, it must do so at its expense.
12. **Indemnity:** a) Exhibitor accepts all risks associated with the use of the exhibit space and environs. Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against USIndoor or the Adam's Mark (including their respective affiliates, officers, owners, agents, members, employees, parents, insurers, predecessors, successors and assigns) for any loss, damage or injury howsoever caused, to Exhibitor or its property. b) Exhibitor agrees to indemnify, hold harmless, protect and defend, at its sole cost, USIndoor and the Adam's Mark (*et al.*), from and against all claims, obligations, debts, losses, suits, damages, fines, penalties, amounts paid in settlement, judgments, expenses, costs and charges of every kind arising from this contract or resulting from Exhibitor's occupancy of the exhibit space or its environs (including the acts and omissions of its contractors, subcontractors, employees, agents or vendors), for any reason or personal injuries, death, property damages or any other cause sustained by Exhibitor or its officers, agents, employees or by another exhibitor, or USIndoor or a visitor to the trade show.
13. **Termination of Contract:** a) Exhibitor may cancel this contract only if written notice is received by USIndoor prior to May 15, 2007. In such instance, registration fees, less a \$150 administrative fee, will be refunded. Thereafter, all registration payments are non-refundable. b) In the event Exhibitor fails to make payment as aforesaid or fails to comply in any respect with this contract, USIndoor reserves the right to cancel this contract without notice, whereupon all rights of Exhibitor hereunder shall cease and terminate. Any payment made by Exhibitor on account hereof will be retained by USIndoor as liquidated damages for breach of contract, and USIndoor may thereupon 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.
14. **Trade Show Cancellation:** a) In the event the building in which the trade show is held is destroyed or, if for any reason USIndoor is unable to permit the Exhibitor to occupy the space, or if the show is canceled or curtailed, USIndoor will not have any liability to Exhibitor for any loss of business, damage or expense of whatsoever nature or kind that Exhibitor may suffer. b) Should the premises in which the show is being conducted become unavailable for occupancy, for "cause or causes" not within the control of USIndoor, USIndoor will not be held responsible for any claims or damage which might arise in consequence thereof. The "cause or causes" listed will include, but not be limited to, government regulations, curtailment of transportation, fire, lightning, casualty, explosion, flood, weather, epidemic, earthquake, acts of public enemies, riots or civil disturbances, terrorism, strike, lockout, boycott, or other acts of God.
15. **Law and Venue:** This contract shall be governed by the laws of the Commonwealth of Virginia. Any suit, action or proceeding arising out of or relating to this contract, or its interpretation, performance or breach shall be instituted in the United States District Court for the Eastern District of Virginia or any court of the Commonwealth of Virginia located in the County of Fairfax, Virginia, unless otherwise agreed by written stipulation.