

USINDOOR 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 2022 Facility Operators Conference and Trade Show, May 31 - June 3, 2022 (the "Event"), at Sheraton Music City Hotel, 777 McGavock Pike, Nashville, TN 37214 (the "Hotel"). USIndoor reserves the right, in its sole and unfettered discretion, to determine the eligibility of exhibitors and exhibits for the Event.
- 2. Individual Attendees:** Exhibitor's exhibition pricing applies to two bona fide representatives for each booth reservation. Exhibitor may register additional representatives for an additional proscribed fee. Exhibitors who do not pre-register run the risk of not being admitted, must register on-site 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 official Conference event.
- 3. Trade Show Booth Reservation:** For each booth space reserved by Exhibitor, USIndoor shall allocate a 10' by 10' area beginning Thursday, June 2 (opening at 8:00 a.m. for set up) and ending Friday, June 3, 2022 (breakdown to be completed by 4:00 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.
- 4. Setup and Breakdown:** Exhibitor agrees to have its booth(s) and products set up and prepared for the trade show by 3:30 p.m. on Thursday, June 2. Exhibitor agrees no display will be dismantled or goods removed until the absolute end of the trade show on Friday, June 3. Thereafter, Exhibitor agrees to remove its display and equipment from the show site and clean its booth space by the end of the breakdown period. In the event Exhibitor fails to do so, Exhibitor agrees to pay the related costs that 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. Shipping, Services and Rental Equipment:** Most services customarily required by exhibitors will be available by arrangement with Hotel or its or USIndoor's preferred providers, subject to exception based on need or Hotel's discretion. Such circumstances shall comply with Hotel's and USIndoor's policies, including the requirements for third-party indemnification and proof of insurance. No other contractors will be permitted without prior approval by Hotel and USIndoor. Exhibitors will be solely responsible for arranging necessary services with, and for payment of any fees due to, Hotel or other providers. Besides Hotel, Exhibitor should deal directly with USIndoor's authorized service providers, including Keystone Event Services (shipping, storage, set up, furniture, audio visual rental, electrical and internet services) for needs and expenses ancillary to registration.
- 7. Exhibitor Covenants:** USIndoor at all times maintains the right to terminate this contract for any conduct which USIndoor considers objectionable. Exhibitor agrees to abide by all rules adopted by USIndoor in the best interests of the Event and agrees that USIndoor shall have the final decision in adopting any rule deemed necessary prior to, during and after the Event, including modifications to this contract. 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 Event, and to pay all taxes that may be levied against it as a result of the operation of the trade or business at the Event.
- 8. Displays and Demonstrations:** Exhibitor agrees to occupy the contracted exhibit space during the term of the trade show and to exhibit only the products described under Exhibitor's registration, as accepted by USIndoor. Solicitation is not permitted in the public areas. All demonstrations, exhibits, and distribution of literature must be confined to the assigned booth space, except as specifically exempted in writing by USIndoor. Displays, signs, banners, and decorations may be used in accordance to Hotel's specifications within the assigned booth space. Affixing any materials to the walls, floors, ceilings, or furnishings must be approved by Hotel. Any banners that need to be displayed will be hung by Hotel staff unless otherwise approved by Hotel. Exhibitor agrees to use its booth strictly for lawful purposes and to conform to laws of all applicable jurisdictions. This shall include Exhibitor's agreement to avoid behavior disruptive to other exhibitors, Event attendees and Hotel guests, as well as employees and agents of USIndoor and Hotel. All persons active in an Exhibitor's area shall be assumed to be its agents, unless the Exhibitor acts to remove the person from such appearance and notifies USIndoor immediately upon becoming aware thereof.
- 9. Prohibited Activities and Substances:** Exhibitor shall not use, or permit to be used, the property of Hotel for any purpose other than those contemplated hereunder and will not cause, maintain or permit any nuisance in, on or about Hotel's property. Exhibitor shall be liable for any damage caused by it to any property of Hotel, its agents, any other exhibitor or USIndoor. Exhibitor may not apply paint, lacquer adhesive or other coatings to the property of Hotel, 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 Hotel, or any form or type of pyrotechnics, fireworks, flares, flames or other flammable or explosive materials or items.
- 10. Insurance:** Exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the liability set forth under these Terms and Conditions, in an amount not less than \$1,000,000 Combined Single Limit for personal injury and property damage. Hotel and USIndoor shall be included in such policies as additional named insureds, and Exhibitor shall submit such certificates on demand. In addition, Exhibitor acknowledges that neither Hotel nor USIndoor maintains insurance covering Exhibitor's personnel or business property, and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance against any losses by Exhibitor. 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.
- 11. Indemnity:** Exhibitor shall be fully responsible for any and all damages to property owned by Hotel or USIndoor, or their owners or managers, which result from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless, Hotel and USIndoor, and their owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor's use of the property. Exhibitor's liability shall include all losses, costs, damages, or expenses arising from, out of, or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, Hotel or any part thereof. Exhibitor accepts all risks associated with the use of its booth and environs. Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against USIndoor or Hotel (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.
- 12. Termination of Contract:** Exhibitor may cancel this contract only if written notice is received by USIndoor prior to April 15, 2021. In such instance, registration fees, less a \$250 administrative fee, will be refunded. Thereafter, all registration payments are non-refundable. 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 trade show does not release the Exhibitor from responsibility for payment of the full cost of the space rented.
- 13. Trade Show Cancellation:** 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 trade show is canceled or curtailed, USIndoor will not have any liability to Exhibitor for loss of business, damage or expense of whatsoever nature or kind that Exhibitor may suffer. Should the premises in which the trade show is being conducted become unavailable for occupancy for "cause or causes" not within the control of USIndoor, USIndoor shall 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, and other acts of God.
- 14. 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 City of Norfolk, Virginia, unless otherwise agreed by written stipulation.