

StormCon® Denver

CONTRACT FOR EXHIBIT SPACE

CANCELLATION:

The Exhibitor specifically recognizes and agrees that StormCon® will sustain losses in the event the Exhibitor fails to provide timely written notice of cancellation (by certified mail). In keeping with industry practice, the existence of such practice being hereby acknowledged by the Exhibitor, and because such losses cannot be precisely measured by include the costs associated with the inability to replace those canceling, advertising, credibility, redesigning of floor space, and the like, the Exhibitor agrees upon the following late cancellation assessment schedule as being in the nature of liquidated damages, which schedule is specifically designed to compensate StormCon for its losses and not constitute a penalty, should the Exhibitor fail to provide timely written notice, by certified mail, of cancellation of all or any part of StormCon assigned booth space.

CANCELLATION DURING THE PERIOD:

Through November 30, 2017 0%
From December 29, 2017–January 1, 2018 50%
On or after January 2, 2018 100%

Cancellations will be accepted only in accordance with the above schedule. There will be no refunds or cancellations received after January 2, 2018. Failure to make full payment of deposit on exhibit space rental fee by April 2, 2018 on a contract filed prior to or on that date, will subject Exhibitor to cancellation of contract by StormCon, forfeiture of deposit made, and liability for balance due. If booth space is not occupied by Exhibitor at 3:00 pm, August 12, 2018, StormCon shall have the right to use the space. Reletting by StormCon of an Exhibitor's canceled space shall not act to excuse Exhibitor from assessment.

EXHIBIT HOURS:

Exhibit hours, subject to change, are as follows:

Monday, August 13

Setup: 7:00 a.m.–3:00 p.m.
Hours: 4:00 p.m.–7:00 p.m.
Exhibit Hall Reception: 4:00 p.m.–7:00 p.m.

Tuesday, August 14

Hours: 9:00 a.m.–12:15 p.m.
1:15 p.m.–5:30 p.m.

Wednesday, August 15

Hours: 9:00 a.m.–12:15 p.m.
1:15 p.m.–5:00 p.m.

Dismantle: 5:00 p.m.–8:30 p.m.

ARRANGEMENT OF EXHIBITS:

Standard 10'x10' booth background and side rails, decorated with background drape and uniform ID signs, are provided without charge. Exhibitor will provide all other furnishings, equipment, facilities, etc. at their own expense and responsibility. They must be obtained through the official suppliers. Booth backgrounds are eight feet in height, and divider rails are three feet in height. Island configurations are limited to 8 feet

where ceilings permit. Any deviation must be submitted to StormCon for prior approval on or before April 2, 2018. Exhibits not conforming to these specifications or that in design, operation, or otherwise are objectionable in the opinion of StormCon will be prohibited. All demonstrations and exhibits must be confined to the exhibit booths. No Exhibitor shall assign, sublet, or share the whole or any part of the booth space allotted. If StormCon gives permission for subletting of space, the Exhibitor is not permitted to resell or co-op their space at less than the full price.

GENERAL RESTRICTIONS:

- Exhibitors are prohibited from using amplifying equipment that is objectionable to StormCon.
- Exhibitors must confine their activities to their contracted space.
- Exhibitors displaying in booth spaces that require pipe and drape cannot exceed 8 feet in height or impede the view of any adjacent exhibitor.
- Exhibitors will not be permitted to use strolling entertainments or to distribute samples or souvenirs except from their own booths.
- Exhibitors who use costumed models or mannequins must ensure that their manner of appearance and dress is such as to not offend even the most critical.
- Draping materials and other decorative materials must be flameproof and comply with all state and local regulations. For a list of all relevant rules and regulations please contact the official convention services company being used for StormCon '18.
- StormCon reserves the right to require modification or questionable exhibits.
- "Cash and Carry" sales are not permitted from the exhibit floor.
- Exhibitors using music in their booth, either live or mechanical, must provide StormCon with a copy of Exhibitor's licensing agreement with ASCAP, BMI, SESAC, or other such licensing organization or must expressly warrant in writing to StormCon that no such license is required due to exemption under 17 U.S.C. § 110 (5) or other specified exemption. Further, should Exhibitor play music, Exhibitor agrees to indemnify and hold StormCon harmless from any action brought against StormCon by ASCAP, BMI, SESAC, or other licensing organization for the playing of such music.
- Exhibitors are prohibited from serving alcoholic beverages. Any other food and beverages must be purchased through the official food vendor.
- Exhibitors must comply with all safety provisions as noted in the Exhibitor Service Manual and as required by the Facility and fire marshal.
- The laws of the State of California shall govern the construction, interpretations, and enforcement of this agreement.
- Exhibitors must display only products/ services manufactured or distributed by their company.

LIABILITIES:

The Exhibitor agrees that StormCon (Forester Media Inc.), its agents, and employees, and the Facility and its employees: (a) Will not be responsible for any damage to or for the loss or destruction of the Exhibitor's property or injuries to the Exhibitor, his representatives, agents, or employees; all claims for any such loss, damage, destruction, or injury are hereby expressly waived by the Exhibitor; (b) Will be exempted from or indemnified for any claims for injury to any of the Exhibitor's representatives, agents, or employees. The Exhibitor may be required to provide a certificate of insurance to StormCon. Exhibitor shall also indemnify and save and hold

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harmless StormCon and Facility from and against any cost, expense, liability, or damage which may be incident to, arise out of, or be caused by an act omission, negligence, or misconduct on the part of the Exhibitor or StormCon agents, servants, employees, contractors, guests, licensees, or invitees, provided such damage or injury has not occurred due to the negligence of StormCon or Facility. Such indemnification shall not be limited to insurance required herein. StormCon agents and employees and StormCon will not be liable for failure to hold the exhibits as scheduled. Payments for booth space will be returned in that event except that any actual expense incurred in the connection with the exhibits will be deducted if the exhibits are called off because of fire, any act of God or the public enemy, strike, epidemic, any law or regulations or public authority, or any other act beyond the control of StormCon, which makes it impossible or impracticable to hold the exhibition.

INSURANCE:

Exhibitors shall insure their own exhibits and display materials. Exhibitors shall carry Public Liability Insurance with a \$1,000,000.00 combined single limit or bodily injury, accident, and property damage. Exhibitor shall obtain a waiver of subrogation, releasing the carrier's subrogation rights, from any insurance carrier that carries fire, explosion, or any other risk coverage insuring their property. StormCon will provide security guard service only during the hours the exhibit hall is closed. Security will not be provided during the official periods of exhibit installation and dismantling. The furnishing of such service is in no case to be understood or interpreted by Exhibitors as guaranteeing them against loss or theft of any kind.

AMERICANS WITH DISABILITIES ACT:

Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless StormCon and Facility against cost, expense, liability, or damage, which may be incident to arise out of, or be caused by Exhibitor's failure to have their booth comply with requirements under the act.

HANDLING AND STORAGE:

The Facility will not accept or store exhibit materials or empty crates. The Exhibitor will make his own arrangements for delivery and receipt of shipments and storage of crates before move-in time. These services are available from the official general contractor. Fire regulations prohibit the storage of empty crates and cartons within the Exhibitor's booth area. Crates and cartons will be stored by the official general contractor and returned to the booth promptly at the end of the show as part of the handling contract.

BOOTH FURNITURE, LABOR, AND DRAYAGE:

When notified, Exhibitors are encouraged to forward prepaid shipments directly to the warehouse of the official general contractor with the name of the show, name of the Exhibitor, and booth number. A copy of the bill of lading should also be forwarded to the official general contractor. Schedule of prices and applications for furniture rental and labor services will be mailed to Exhibitors in order to ensure installation prior to show opening. Special forms, showing rates of other basis of charges, will be sent in advance of show time.

ADMISSIONS:

All persons visiting the exhibits will be admitted according to the rules and regulations or the exhibits as issued or amended by the authorized representative of StormCon.

RULES AND REGULATIONS:

Exhibitors will abide by all other provisions of these rules and regulations and with fire regulations and all other regulations of governmental agencies and the Facility. It is expressly understood and agreed by applicant that the Rules and Regulations of the Exhibit as issued or amended by StormCon are hereby made an integral part of the contract and of the agreement between applicant and StormCon for this reference and to the same extent and effect as if said Rules and Regulations were set for in full in the contract.

UNION RESTRICTIONS:

Exhibitors agree to abide by all local jurisdiction union requirements, if applicable, for work involving installation and dismantling of exhibit space.

EXHIBITOR-APPOINTED CONTRACTORS (EAC):

Exhibitors using companies other than the Official Service Contractor must advise StormCon in writing of their intent no later than 60 days prior to the first day of installation. Exhibitors utilizing EACs agree to indemnify and hold harmless StormCon and the Facility from any and all liability, including attorney's fees, which may arise due to the third-party contractor's presence or actions. EACs agree to, when necessary, share with the Official Service Contractor relevant fees, including but not limited to union steward fees. Exhibitor accepts final responsibility for any EAC employed on their behalf and agrees to educate EAC on all show rules and regulations. EACs must supply proof of insurance to StormCon no less than 60 days in advance of installation. Coverage must include General Liability and Automotive Liability of \$1,000,000, Workers' Compensation as required in South Carolina, and Employer's Liability of \$100,000. Umbrella Form Excess Liability may be used to bring coverage up to these requirements.

Automotive Liability of \$1,000,000, Workers' Compensation as required in Colorado, and Employer's Liability of \$100,000. Umbrella Form Excess Liability may be used to bring coverage up to these requirements.