

OACP EXHIBITOR + SPONSOR TERMS AND CONDITIONS

1. EXHIBITOR/SPONSOR

a) The Exhibitor/Sponsor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Event (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 Event, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Event. b) The Exhibitor/Sponsor agrees to abide by all rules and regulations governing the Event established by the OACP Event. (hereafter shown as Event Management), including rules and regulations set forth herein. c) The Exhibitor/Sponsor agrees to observe, to the extent applicable, all union contracts and labor relations agreements in force (i) between Event Management and contractors providing services to the facility and (ii) governing companies operating in the facility in which the Event is taking place. d) The Exhibitor/Sponsor 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 Event and to pay all taxes, including all applicable sales taxes, of any nature or kind that might be levied against it as a result of the operation of its trade or business in its contracted space. e) The playing, performing, reproduction, broadcasting or other use at the Event of any music, materials, devices, processes and dramatic rights (the "Work") that is the subject of any third party copyright, trademark, industrial design, patent or any other intellectual property right, by the Exhibitor/Sponsor or its agents, representatives or employees is prohibited without the express written consent of Event Management. The Exhibitor/Sponsor agrees to indemnify and hold harmless Event Management and the facility (and their respective officers, directors, employees, insurers, agents, representatives and those for whom the Exhibitor/Sponsor 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 the Exhibitor/Sponsor, its agents, representatives, employees and those for whom the Exhibitor/Sponsor is responsible in law. f) The Exhibitor/Sponsor agrees to occupy the contracted exhibit space during Event hours and to sell, promote or advertise only the products and services described in this agreement. No third-party information may be disseminated. With the exception of promotional materials which are mutually agreed upon to be displayed at the space of another participating business OR a prior specified agreement with Event Management, the Exhibitor/Sponsor may display, distribute and promote themselves and/or their businesses within the confines of their assigned areas only. g) The Exhibitor/Sponsors agrees that provided mailing labels with attendee information are for one-time use only, unless otherwise described in the exhibitor/sponsor package. They may not be duplicated, copied, sold or stored in any fashion. Mailings are to be completed within four weeks after the close of each event. Any drawings or giveaways must be completed at the event. Prizes must be presented at that time or mailed directly to the winning participant.

2. EVENT MANAGEMENT

a) Event Management reserves the right to (i) determine the eligibility of Exhibitor/Sponsors and exhibits for the Event (ii) reject or prohibit exhibits or Exhibitor/Sponsors which Show Management considers objectionable, inappropriate, disruptive or offensive to Event Management, other Exhibitor/Sponsors or Event attendees (iii) change or modify the layout of the Event and/or relocated exhibits or Exhibitor/Sponsors; (iv) cancel, in whole or in part, the Event due to an event of force majeure; or (v) change the date, location and duration of the Event; without any liability to Event Management. b) Event Management shall have the right to establish and amend or modify any regulations governing use of the facility and the Event.

3. ASSIGNMENT AND SUBLETTING

The Exhibitor/Sponsor shall not assign any rights or sublet exhibit space under this Agreement.

4. INDEMNIFICATION

The Exhibitor/Sponsor agrees to indemnify and hold harmless Event Management and the facility, their respective officers, directors, agents, representatives, insurers, and employees, or those for whom the Exhibitor/Sponsor is responsible in law, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (i) its occupancy of the exhibit space; (ii) the use of equipment or devices furnished to or used by the Exhibitor/Sponsor or other persons in connection with the Event, and (iii) personal injuries, death, property damages or any other damage sustained by the Exhibitor/Sponsor, Event Management, Event Decorator, the facility, Event sponsors or a visitor to the Event and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor/Sponsor is responsible in law.

5. LIABILITY AND INSURANCE

a) The Exhibitor/Sponsor shall maintain at its own expense a comprehensive general liability policy. Event Management is not liable arising from or in any way connected with the Exhibitor/Sponsor's presence or operations at the Event. Upon the request of Event Management, the Exhibitor/Sponsor shall provide Event Management with a copy of such policy. b) The Exhibitor/Sponsor is responsible to ensure 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 course of the Event. Exhibitor/Sponsor may not make any claim or demand or take any legal action, whatsoever, against Event Management, Event Decorator, the Event sponsors or the facility in which the Event is held, for any loss, damage or injury howsoever caused, to the Exhibitor/Sponsor, its officers, directors, agents, representatives, and employees or their respective property. c) Neither Event Management nor the facility will assume liability for loss or damage, though any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor/Sponsor. d) Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this Exhibitor/Sponsor agreement is entitled to recover prejudgment interest, reasonable attorney's fees and all other costs of litigation from the non-prevailing party.

6. BOOTH DISPLAY

The Exhibitor/Sponsor agrees that no display will be dismantled, or goods removed, during the term of the Event, but will remain intact until the end of the final closing hour of the Event display day, which may be the same or different from the final hour of the Event as a whole. The Exhibitor/Sponsor also agrees to remove its display and equipment from the Event site by the final move-out time and in the event of a failure to do so, or failure to return the allocated space to the same condition as at the move-in date, the Exhibitor/Sponsor agrees to pay for any additional costs and expenses incurred by Event Management.

7. CANCELLATION AND TERMINATION

a) The Exhibitor/Sponsor shall have the right to cancel this agreement by notice in writing, but fees may be incurred. (i) If a cancellation notice is given more than 30 days out from an event date, registration fees can be refunded back to the original form of payment used. (ii) If a cancellation notice is given less than 30 days out from an event date, a \$250 administrative fee will be charged. Remaining registration fees can be refunded back to the original form of payment used. (iii) If a cancellation notice is given within 5 days of the event date, no refund will be issued. Refunds will not be issued for "no shows" on the day(s) of the event. Because each event is uniquely planned, accounted for, and contracted registrations will not be transferred to another event. These policies apply regardless of the reason for cancellation. b) If the Exhibitor/Sponsor violates or breaches any other terms or conditions of this agreement, all payments made by the Exhibitor/Sponsor and all amounts due to Event Management shall be deemed earned by Event Management and all deposits received shall be non-refundable and nontransferable. In the event of any violation or breach of the terms and conditions of this agreement, Event Management shall have the right to immediately occupy the space of the violating, and/or breaching Exhibitor/Sponsor and utilize it in any manner as Event Management deems appropriate, including, but not limited to, re-contracting its use to another Exhibitor/Sponsor. The Exhibitor/Sponsor shall not be entitled to any offset or mitigation of the amount due under this agreement as a result of the use of or payment for the space by another Exhibitor/Sponsor at the Event. c) Each agreement by the Exhibitor/Sponsor contained herein is material and of the essence of this contract and violation of any term or condition hereof by the Exhibitor/Sponsor shall be a default of the entire agreement entitling Event Management to immediately and without notice revoke the privileges granted to the Exhibitor/Sponsor and take possession of the space of the defaulting Exhibitor/Sponsor. d) Event Management reserves the right to cancel an event for any reason. Upon event cancellation, all registered Exhibitor(s)/Sponsor(s) will be notified in writing. All incurred fees will be refunded in full, or Exhibitor/Sponsor may choose to transfer to another event within the same calendar/fiscal year, if applicable. Event Management is not responsible for expenses incurred for cancelled travel arrangements. Early registration is encouraged to help avoid event cancellations.

8. FORCE MAJEURE

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

By signing below, as an OACP Exhibitor+Sponsor, you submit and agree to the above listed terms and conditions.

Company Name _____

Representative Printed Name _____ Rep. Title _____

Rep. Signature _____ Date _____