

# Converters Expo South

February 6, 2019 • Charlotte Convention Center • Charlotte, NC

The parties hereto agree that, upon acceptance by BNP Media, the following terms and conditions will apply to this Application and Contract for Exhibition Participation ("Contract"):

**1. Definitions.** "Management" means BNP Media, its officers, agents or employees. "Exhibitor" means the company submitting this Contract to Management as an application to participate in Converters Expo (or its future name) exhibition ("Exhibition") and such company's officers, agents or employees. "Exhibitor's Manual" means the exhibitor's manual made available by Management to Exhibitor in connection with the Exhibition which describes certain rights and obligations of the parties.

**2. Deposit and Balance.** Exhibitor will pay Management the total booth space cost in the amount indicated on the reverse of this Contract for the booth space (collectively, the "Payment"). Payment is non-refundable, provided that if Management, in its sole discretion, exercises its right to terminate this Contract without Cause at any time, then Management will refund the Payment. "Cause" will mean (i) Exhibitor's failure to comply with the terms of this Contract, including a failure to pay any installment of the Payment prior to the applicable due date set forth in this Section 2, or Exhibitor's obligations set forth in the Exhibitor's Manual or (ii) the occurrence of a Force Majeure Event.

**3. Exhibitor's Space.** During the hours of the Exhibition, Exhibitor will have the right to occupy the contracted booth space, as indicated on the reverse of this Contract: "Booth Space". Management will supply one 8' skirted table for the Booth Space per booth space paid for. Badge Policy: Exhibiting companies will receive up to 2 badges. Additional badges may be purchased.

**4. Subleasing.** Exhibitor may not sublease Booth Space, or any part thereof, or otherwise grant rights to use the Booth Space to any person other than Exhibitor's own employees and/or agents.

**5. Setup Hours.** Exhibitor must install its exhibit at the Booth Space between 7:00 AM and 10:00 AM on February 5, 2019. If Exhibitor has not set up and put an exhibit in order by 10:00 AM on 2/5/19, Management will have the right to terminate this Contract with Cause and assign the Booth Space to another exhibitor, or make such other use of the space deemed necessary or appropriate. Setup and dismantle hours and days are subject to change by Management in its sole discretion.

**6. Show Hours.** The Exhibition will be opened at 10:30 AM - 4:30 PM on February 5, 2019. Management reserves the right to change such dates and hours in its sole discretion.

**7. Exhibit Removal.** Exhibitor must keep its exhibit intact until the closing of the Exhibition at 4:30 PM on 2/5/19. Exhibitor must remove its exhibit from the Booth Space and exhibition hall by 6:00 PM on 2/5/19 ("Dismantling Date"). If Exhibitor has not removed all exhibit material from the Booth Space and exhibition hall by the Dismantling Date, it will be deemed abandoned and Management may, in its sole discretion, remove and dispose of such material at Exhibitor's expense.

**8. Restrictions on Exhibits.** Management reserves the right to decline to permit Exhibitor to conduct and maintain an exhibit if, in the sole judgement of Management, Exhibitor, or its employees, consultants, representatives, agents, exhibit or any material or items used therein, including articles of merchandise, hand out or give away items, printed matter, souvenirs and catalogs, violates the terms and conditions of this Contract, the Exhibitor's Manual or common standards of decency. Exhibitor may not use loudspeakers, recording equipment, television sets and radios, and operating machinery without Management's prior written consent. Management may regulate the volume or use of any such item in its sole discretion. Exhibitor may not exhibit, offer for sale, give as premium or advertise articles or other products not manufactured or sold in Exhibitor's own name, except where such articles are required for the proper demonstration or operation of Exhibitor's display. Management may restrict the use or display of any article not manufactured or sold by Exhibitor. Exhibitor has read, understood and will abide by the further restrictions on Exhibitor's use of the Booth Space set forth in the Exhibitor's Manual.

**9. Food and Beverages.** Exhibitor may not serve beverages or food during the Exhibition or installation or removal hours without Management's prior written consent.

**10. Literature, Samples and Souvenirs.** Exhibitor must confine its exhibit activities to the Booth Space and may not conduct any activities in the aisles or in booths other than the Booth Space, including distribution of literature, samples or other articles.

**11. Ordinances, Laws, Local Regulations.** Exhibitor will comply with all federal, state and local laws, regulations and ordinances and all exhibition hall rules.

**12. Indemnity/Limitation of Liability.** EXHIBITOR WILL INDEMNIFY, PROTECT, SAVE AND HOLD HARMLESS MANAGEMENT, CHARLOTTE CONVENTION CENTER, AND ALL AGENTS AND EMPLOYEES THEREOF FROM AND AGAINST ALL LIABILITIES, OBLIGATIONS, LOSS, DAMAGE, CLAIM, COST, DEFICIENCY, DIMINUTION OF VALUE AND EXPENSE (INCLUDING COSTS OF INVESTIGATION AND DEFENSE, PENALTIES AND REASONABLE LEGAL FEES AND COSTS) FOR ANY DAMAGES OR CHARGES INCURRED BY MANAGEMENT RESULTING FROM EXHIBITOR'S OCCUPANCY OR PARTICIPATION IN THE EXHIBITION INCLUDING, WITHOUT LIMITATION, PERSONAL INJURIES, DEATH OR ANY PROPERTY DAMAGE SUSTAINED BY ANY PERSON, AND DAMAGE TO BUSINESS BY REASON OF FAILURE TO PROVIDE EXHIBIT SPACE. NEITHER MANAGEMENT NOR CHARLOTTE CONVENTION CENTER MAINTAIN INSURANCE COVERING THE EXHIBITOR'S PROPERTY, AND IT IS THE SOLE RESPONSIBILITY OF THE EXHIBITOR TO OBTAIN SUCH INSURANCE. ALL PROPERTY BROUGHT BY THE EXHIBITOR TO THE EXHIBITION IS THE SOLE RESPONSIBILITY OF THE EXHIBITOR AND MANAGEMENT, CHARLOTTE CONVENTION CENTER HEREBY DISCLAIMS ALL RESPONSIBILITY FOR SUCH PROPERTY. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING INDEMNITY AND LIMITATION OF LIABILITY HAVE BEEN NEGOTIATED BETWEEN THE PARTIES AND ARE REFLECTED IN THE CHARGES APPLICABLE TO THIS CONTRACT. THE FURNISHING OF WATCHMEN OR OTHER SECURITY WILL NOT BE DEEMED TO AFFECT THE INDEMNIFICATION OR LIMITATION OF LIABILITY SET FORTH HEREIN.

**13. Postponement or Cancellation of Show.** If the Exhibition is postponed for any reason, then, in its discretion, Management will have a period of 90 days from the postponement date to reschedule and reproduce the Exhibition. If the Exhibition is rescheduled and reproduced within this period, then all aspects of this Contract will remain intact and Exhibitor will reschedule its exhibit to participate in the rescheduled Exhibition. Subject to Section 21, if the Exhibition is cancelled or terminated for any reason, then Management may terminate this Contract without Cause and Exhibitor waives all claims the Exhibitor might have against Management for damages and expenses and will accept in complete satisfaction and discharge of all claims against Management a refund of all amounts paid by the Exhibitor to Management in accordance with this Contract.

**14. Exhibitor's Manual; Other Rules and Regulations.** Exhibitor will abide by the rules and regulations published in the official Exhibitor's Manual, which are hereby incorporated in this Contract by reference. Management may make determinations with respect to the Exhibition such as movement of Booth Space or floor plan changes in its sole discretion. Any matters not specifically covered in this Contract, including the Exhibitor's Manual, will be subject to determination by Management in its sole discretion.

**15. Failure to Comply With Contract.** If Exhibitor breaches its obligations hereunder, then Management (i) may immediately terminate Exhibitor's rights to the Booth Space and Exhibitor's participation in the Exhibition, (ii) terminate this Contract with Cause, and (iii) sell the Booth Space at public or private sale. In such event, Exhibitor will be liable for any deficiency, loss or damage suffered by Management. Exhibitor will pay reasonable costs and expenses of Management incurred as a result of the failure of Exhibitor to comply with the terms of this Contract, including reimbursement of Management's costs of renting the Booth Space to another exhibitor.

**16. Default in Occupancy.** If Exhibitor fails to occupy the Booth Space prior to the time set forth in Section 5, then Management may terminate this Contract with Cause. If the Booth Space is not occupied by the time set by Management for completion of installation of displays, then the Booth Space may be processed by Management for such purposes as Management may see fit.

**17. Cancellation Policy.** Any company wishing to cancel their participation must do so in writing. Cancellation letter must be on company letterhead and must be signed by the original signator or an officer of the company. Any fees past due must be paid in full prior to cancellation.

**18. Damage to Property.** Exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment or to other exhibitors' property. Exhibitor may not apply paint, lacquer, adhesives or other coating to building columns and floors or to standard booth equipment.

**19. Resolution of Disputes.** If there is a dispute or disagreement between two or more exhibitors, Management's determination and interpretation of the rules and regulations governing the Exhibition will be binding on Exhibitor. Management will have full power in the matter of interpretation, amendment and enforcement of all rules and regulations, and any such amendments when made and brought to the notice of the Exhibitor will be and become part of this Contract as though duly incorporated herein. If a dispute or disagreement arises between exhibitors concerning the allotment of permitted use of exhibition space or concerning interpretation of any of the rules or regulations set forth herein or in the Exhibitor's Manual, such dispute will be referred to the Management for review and interpretation, and Exhibitor will abide by said interpretation, which, if requested, will be in writing.

**20. Force Majeure.** Management will not be liable to Exhibitor and will not be required to perform its obligations hereunder, if the performance of this Contract is hindered, delayed, or prevented by any circumstances beyond the reasonable control of Management, including, but without limiting the generality of the foregoing, any strike, labor shortage, lockout, fire, explosion, act of God or the public enemy, war, terrorism, riot, interference by the military or governmental authorities, or compliance with the laws of the United States or with the laws, regulations or orders of any relevant governmental authority ("Force Majeure Event"), provided that Management gives Exhibitor prompt written notice of the occurrence of such Force Majeure Event. If the Exhibition is cancelled or terminated because of a Force Majeure Event, then Exhibitor waives all claims the exhibitor might have against Management for damages and expenses in connection with this Contract.

**21. Miscellaneous.** Exhibitor, as a material part of the consideration paid to Management for the services provided hereunder, waives and releases Management, its employees, agents, officers and directors, with respect to all matters for which Management has disclaimed liability pursuant to this Contract. Exhibitor has read and understood this Contract and the Exhibitor's Manual, understood them and agrees to be bound by their terms, and further agrees it is a complete and exclusive agreement between the parties with respect to its subject matter. The invalidity or unenforceability of any provision hereof will not affect, modify or impair the validity and enforceability of all other provisions herein.

**22. Governing Law.** All disputes arising from this Contract will be governed by and construed under Michigan law in the courts of Oakland County, Michigan, without regard to conflicts of laws.