

Exhibit Contract Terms and Conditions: Signature Required

Date: _____

Exhibiting Company Name: _____

Authorized Rep. (print): _____

Authorized Rep. Title: _____

Authorized Rep. Signature: _____

PAYMENT TERMS: A 50% deposit is required at the time of submitting your booth request. Full payment is required by March 30, 2018. Booths secured after March 30, 2018 require payment in full. Failure to meet these payment terms will result in your booth space being released. Payment may be remitted via credit card, ACH (wire) or check.

CANCELLATION/CHANGES: Cancellations and other changes will be honored only when presented in writing before March 30, 2018. After that date, the exhibitor is responsible for payment of all invoiced fees. All payments made to IFMA after March 30, 2018 are not refundable; refunds will be offered for cancellations/changes submitted prior to March 30, 2018. Any booths secured after March 30, 2018 are not eligible for a refund should the exhibitor cancel out of the show. IFMA reserves the right to cancel this agreement at any time if it learns that the exhibitor has made any material false or misleading statements, has omitted any material information in obtaining this contract, or has violated any of the terms and conditions of this agreement. No refunds will be made in the event of cancellation by IFMA.

BOOTH CONSTRUCTION: Booths will comply with the International Association for Exhibition Management booth standards and the Convention Center rules and regulations. **Booth displays are not allowed to block line of sight to other exhibitors.**

All display materials including, but not limited to, show cases, display and storage units, electrical fixtures, wires, conduits, signs, etc. will not exceed a **maximum booth height of 18 feet for island booths and 8 feet for inline booths.**

Inline booth space usage: **The maximum height of 8 feet is allowed only in the rear half of the booth space, with a 4-foot height restriction imposed on all materials in the remaining space forward to the aisle.**

Island booth space usage: The design of island booths must allow access from all four aisles and not obstruct the view of adjacent exhibits in any way. Island booths must leave clear visibility of a minimum of 5 feet on either side of any structures within their booth. **Exhibitors with island booths must submit a diagram of their booth floorplan for approval to tj.mendieta@ifma.org by July 2, 2018.**

Installation and dismantle dates will be specified in the online Exhibitor Kit. Construction, set up or arranging of booths will not be permitted during Show hours.

BOOTH REPRESENTATIVES: Exhibiting companies receive 3 free booth staff registrations per 10x10. Any additional booth staff registrations will be charged a fee as directed by IFMA. All Exhibitors' staff other than those working in the booth must register as attendees to attend the Show. Exhibitor booth representatives must be a minimum of 18 years old and shall be restricted to the exhibiting company's full-time employees. They must wear name badges provided by Show management at all times and booths must be staffed during all open expo hours. Representatives will, at all times, conduct themselves in a businesslike, professional manner. Lewd, obscene, disruptive or other inappropriate behavior may result in a representative being banned from the booth and/or the hall or in the shut-down of the exhibit. Nor may Exhibitors display or distribute lewd, obscene, pornographic or otherwise offensive materials in their booths or the hall. IFMA shall be the sole and final judge of what does or does not fall into acceptable or unacceptable behavior and/or content. In particular, under no circumstances will IFMA tolerate harassment of any of its employees based upon legally protected categories such as race, gender, age, disability, etc. Exhibit staff activity is limited to the contracted booth space. Exhibit staff may not actively solicit business from other show exhibitors. Violation of this policy can result in the representative(s) being banned from the booth and/or the hall or in the shut-down of the exhibit.

CERTIFICATE OF INSURANCE: Exhibitors and their Appointed Contractors shall obtain adequate insurance against loss, damage or destruction of property, no less than \$1 million (U.S.), \$2 million (U.S.) aggregate comprehensive general liability insurance, including a broad form endorsement and will waive subrogation against IFMA, building owners or their representatives. **The Exhibitor shall name IFMA (800 Gessner Road, STE 900, Houston, TX 77024) as the certificate holder and both IFMA and the Charlotte Convention Center (501 S College St, Charlotte, NC 28202) as additional insured on their Certificate of Insurance and provide IFMA with a copy.**

EXHIBITOR APPOINTED CONTRACTORS: Exhibitors may, with prior written approval by IFMA, hire outside contractors for installation and dismantling of booths. Exhibitors must employ members of appropriate trade unions where required. EAC houses must supply proof of liability insurance certificates and letters of intent to Show management.

SUITCASING POLICY: Any attendee or exhibitor who is observed to be soliciting business in the aisles or other public spaces, in another company's booth, or in violation of any portion of the Exhibition Policy, will be asked to leave immediately. Additional penalties may be applied.

SECURITY: IFMA will provide security for the expo hall and the convention center. However, IFMA will not be held liable for any damages or stolen items from individual exhibitor booths. IFMA recommends that all exhibitors lock-up or remove from the expo hall any items deemed to be valuable outside of show hours.

SHOW CLOSING: Exhibits must be removed from the building at the end of the Show no later than the time indicated by IFMA. Exhibitors will be liable for storage and handling charges resulting from failure to remove materials at the end of installation and dismantling periods.

ADDITIONAL FUNCTIONS: No Exhibitor or group of Exhibitors may sponsor a meeting or present information as part of a planned attendee program any time prior to, during or after World Workplace without prior written approval of IFMA. Nor may Exhibitor host cocktail parties or similar functions without written approval.

ADMITTANCE DURING NON-SHOW HOURS: Booth representatives are not permitted to enter the exhibit hall until 1 hour before the scheduled opening time each day of the Show and will not be permitted to remain in the hall after hours, with the exception of the final night (during move-out). Exhibitors having special circumstances that require additional time should check with IFMA the previous day.

ALCOHOL, FOOD & BEVERAGES: Dispensing, distributing, using alcoholic beverages or providing food in the Show is prohibited without prior written approval. The Exhibitor is responsible for acquiring any required licenses.

ATTORNEY FEES: If IFMA institutes legal action or any other proceeding to enforce this agreement and is the prevailing party; or if IFMA is named a defendant or is a party in any other legal action or proceeding arising out of this agreement between the Exhibitor and IFMA; or of any agreement between IFMA and the Convention Center; or of any agreement between the Exhibitor and the Convention Center; then IFMA shall be entitled to reimbursement of its attorney fees and all other costs and expenses incurred as a result of such legal action(s) or proceeding(s). The rights and remedies afforded IFMA pursuant to this provision regarding attorney's fees shall be in addition to and not in lieu of any rights and remedies also available to IFMA pursuant to the indemnification provision elsewhere in this agreement.

BOOTH DECORATION: Background surfaces and side dividers must have finished exposed surfaces. IFMA will instruct the decorator to finish any unfinished surfaces at Exhibitor's expense. Electronic flashers and neon signs are not permitted. **All exhibitors must provide carpet/floor covering in their booth.**

CONTRACT FOR SPACE: (1) In the event of fire, strikes or other uncontrollable circumstances beyond IFMA's control rendering the exhibit hall unavailable or causing the exhibit to be canceled will relieve Exhibitor and IFMA of any obligations under the contract. (2) If the total cost of booth space is not paid as agreed, IFMA has the right to cancel the space without further notice and Exhibitor will forfeit all payments made.

COSTUME PROMOTIONS: Booth representatives wearing distinctive costumes, carrying banners or signs separately, or as part of their apparel, must remain in their booth. Demonstrations and discussions are limited to the booth space only. Clothing may not be lewd, obscene, indecent, sexually degrading or otherwise inappropriate. IFMA shall be the sole judge of whether clothing is permissible or not. Booth representatives found to be wearing inappropriate clothing will be asked to change or leave and IFMA will not be liable for damage of any kind if such action results in the booth being unattended.

CO-ORDINATION WITH LEASE: Exhibitor hereby agrees to indemnify, defend and hold harmless IFMA to the same extent that IFMA may be obliged to indemnify the owner of the building as lessee or licensee of the exhibit hall or space. If there are any inconsistencies between IFMA's lease or license for the exhibit hall or space and this agreement, the terms of the lease or license shall govern. If there are additional rules, regulations or terms or conditions that IFMA must comply with under its lease or license, to the extent they may be applicable to the Exhibitor's booth, those additional

rules, etc. are hereby incorporated herein by reference and the Exhibitor agrees to comply with them.

DAMAGE TO PROPERTY: Exhibitors are liable for any damage caused by them or their agents to the building or property of other Exhibitors. Exhibitors may not apply paint, lacquer, adhesive or other coating to building columns and floors or to standard booth equipment.

DEFAULT OF OCCUPANCY: Exhibitors failing to occupy contracted space are not relieved of obligation to pay full space rental fees. IFMA has the right to reassign or use such space in any manner deemed fit if not occupied by the set time making it available to other Exhibitors without releasing the original Exhibitor from its contracted obligations.

ELIGIBLE EXHIBITS: Exhibits are limited to companies whose products and services are of specific interest to attendees. IFMA has the right to determine eligibility of a company or product for inclusion and may reject any or all applications. IFMA may prohibit, close, correct, remove or eliminate an exhibit or any part of an exhibit that it determines is not suitable to, or in keeping with, the Show's character.

EXHIBIT ADMITTANCE: IFMA has the sole control over the admissions policy and the sole right to refuse admission to anyone. No one under 18 years of age is permitted in the Show unless accompanied by an adult.

INDEMNIFICATION: (1) Exhibitor agrees to indemnify, defend and protect IFMA and the building owners and hold them harmless from any claims, demands, suits, liability, damages, loss, costs, attorney fees and expenses of whatever kind which result from any action, or failure to act, or negligence by the Exhibitor or any officers, agents, employees and representative, including but not limited to claims or personal injury, damage or loss of property; (2) **Exhibitor hereby assumes the risk of agrees to indemnify and save IFMA (including its agents, servants and employees) and the building owners harmless against all liability, damages, expenses, attorneys' fees and cost for injuries to and deaths of persons whomsoever, and damages to and destruction of property whosoever, including property of IFMA and the building owners, growing out of, incident to, or in any manner resulting from the construction, maintenance, operation and presence of the Exhibitor's booth, regardless of IFMA's or the building owners' negligence;** (3) Exhibitor further assumes the risk of and agrees to indemnify and hold harmless IFMA, the building owner and any officer, agent, employee or other representative thereof for any damage, loss, harm or injury to person or any property of the Exhibitor or any of its officer, agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause, regardless of IFMA's or the building owners own negligence and neither IFMA, nor the owners of the building will obtain insurance against any such damage, loss, harm, or injury.

JURISDICTION: Exhibitors must comply, at their expense, with all local and state laws, rules, regulations and ordinances in force. In particular, Exhibitors must comply with federal, state and/or local law with respect to non-discrimination and accommodation of persons with disabilities as places of public accommodation.

MUSIC AND COPYRIGHTS: Exhibitors must confine all activities to their booth during Show hours. Sound devices must be operated so as not to disturb other Exhibitors and not exceed 80 dB and read on the "A" scale of a sound level meter. Show management reserves the right to determine acceptable sound levels. If playing music, Exhibitors are

responsible for obtaining all necessary copyrights or licenses to use copyrighted materials. Exhibitor will indemnify IFMA for any copyright infringement claims.

PHOTOGRAPHY/FILMING: Photography and camera equipment in the Show is strictly prohibited. Only professional, paid photographers paid by the exhibitor are allowed on the floor. Exhibitors bringing in a photographer/videographer must sign a Photography/Filming agreement.

SAFETY DEVICES & FIRE PROTECTION: Exhibitors are fully responsible for complying with national, state and city regulations in provision and maintenance of adequate safety devices and conditions to operate machinery and equipment. Flammable devices, fluids, decorations or display fixture coverings are prohibited. Fabrics, decorative materials, table covers or risers shall be flameproof and subject to Fire Marshal inspection. Fire hose cabinets, service entrances and exit signs must be accessible and in full view. Smoking is not permitted.

SHOW RULES: Any matters not specially addressed shall be subject solely to the decision of IFMA.

SPECIAL NEEDS: Exhibitors shall notify IFMA of any special requirements pertaining to their booth such as telephone, drains, water and power so Management may assist with the booth position.

SUBLEASING: Subleasing or space sharing is not permitted without the written permission of IFMA. No Exhibitor shall exhibit or exhibit in their booth space any merchandise other than that specified in the application.

UNION LABOR

Exhibitors must employ members of appropriate trade unions where required for all installation and dismantling work.

VENUE: If any legal action is brought to enforce this agreement, venue will be in Harris County, Texas, USA and the laws of Texas shall apply.