

1. All exhibits and exhibitors are subject to the following rules and regulations, which are incorporated into the agreement between Harborside Press LLC (“Exposition Management” or “Management”) and the party (“Exhibitor”) agreeing to exhibit at the “JADPRO Live at APSHO 2017” conference and exhibition (the “Exposition”).
2. **Contract for Space:**The following rules and regulations become binding upon acceptance of this contract between the applicant (Exhibitor) and his/her employees and Management. This contract/invoice for exhibit space, the notices of space assignment by Management, and the full payment of rental charges, together constitute a contract for the right to use the space. Total booth/sponsorship cost will be invoiced at signing of the contract and full amount is due upon receipt. Management reserves the right to reassign space assignments if payment is not received. Under no circumstances will exhibitors be permitted to erect booths without full payment made for total space rental. Furthermore, exhibiting companies agree to the terms and conditions of the policies and procedures of Management, and the Marriott Marquis, Houston (“Hotel”).
3. **Fees, Cancellations:**Fees for exhibit/sponsorship are stated on the contract invoice. Any cancellations must be submitted in writing and received by Management on or before July 18, 2017 for a full refund less \$500 administration fee. **No refund will be made for any cancellation received after July 18, 2017.**
4. **Termination of Conference and Exhibition:**Should the premises in which JADPRO Live at APSHO 2017 is to be held become, in the sole judgment of Management, unfit for occupancy, or should the conference and exhibit be materially interfered with by reason of action of the elements, strike, picketing, boycott, embargo, injunction, war, riot, emergency declared by a governmental agency, or any other act beyond the control of Management, the contract for exhibit space may be terminated. Management will not incur liability for damages sustained by Exhibitor as a result of such termination. In the event of such termination, Exhibitor expressly waives such liability and releases Management of and from all claims for damages and agrees that Management shall have no obligation except to refund to Exhibitor prorated shares of the aggregate amounts received by Management as rental for exhibit spaces for said exhibits after deducting all costs and expenses in connection with such exhibits, including reasonable reserves for claims, such deduction being hereby specifically agreed to by Exhibitor.
5. **If Exhibitor violates any of the Rules and Regulations set by Management at its sole discretion, then this contract may be terminated immediately:** In the event of a default by Exhibitor, as set forth in the previous sentence, Exhibitor shall forfeit as liquidated damages the amount paid for space rental regardless of whether or not Management enters into a further lease of the space involved.
6. **Space Assignment:**Where possible, space assignments will be made by Management in keeping with the preferences as to location requested by Exhibitor. Management, however, reserves the right to make the final determination of all space assignments in the best interest of the Exposition. Exhibitor is prohibited from subletting or sharing any part of their assigned exhibit space. Exhibitor shall not assign, sublet or share any part of its assigned exhibit space with another business without prior written consent of Management.
7. **Use of Exhibit Space:** The general rule of the Exhibit Hall is: Be a good neighbor. No exhibits will be permitted to interfere with the use of other exhibits or impede access or the free use of the aisle.

Exhibitor's booth personnel are required to confine their activities within Exhibitor's booth space. Apart from the specific display space for which Exhibitor has under contract with Management, no part of the Exhibit Hall, its grounds, or the conference hotel, may be used by another organization other than Harborside Press LLC, or the sponsors of the Exposition for display purposes of any kind or nature. Marketing is prohibited outside of the Exhibit Hall, unless prior written consent is received from Management in connection with approved sponsorship activities. Exhibitor representatives shall conduct themselves and be attired to maintain the professional and businesslike climate of the conference.

8. **Construction and Arrangement of Exhibits:** Exhibits shall be constructed and arranged so that they do not obstruct the general view, nor hide the exhibits of others. No side wall higher than 36" may extend forward from the back wall more than one-half the depth of the exhibit space. No back walls should extend higher than 8' including signage. All booth equipment must be set back at least 2 feet from the aisle in front of the display. The maximum allowable height for a 20x20 island booth is 16 feet high, including signage. Exhibitors desiring to use other than standard booth equipment, any signs, or material conflicting in any way with the above regulations should submit two copies of a detailed sketch of the proposed layout at least 60 days before the date of the Exposition or before construction is ordered and receive written approval from Exposition Management.
9. **Installation, Dismantling, Labor:** Information on installation and dismantling of exhibits will be included in the Exhibitor Guide. Exhibitors must abide by the schedule of installation and dismantle will not be permitted in the exhibit hall at other times without express permission of Management or without prior arrangements made with Official Contractor. Help needed to move in, erect, and dismantle exhibits should be requested from the Official Contractor. Rules and regulations for union labor are made by the local unions and these regulations are subject to change. Where union labor is required because of building or contractor requirements, it will be necessary for Exhibitor to comply with these regulations. Space not occupied by the close of the setup and installation period will be forfeited by Exhibitor and this space may be resold, reassigned or otherwise used at the discretion of Management. This clause shall not affect the obligation of Exhibitor to pay the full space rental under the terms of the contract.

The exhibit hall has been reserved for exhibit installation during the following hours: Thursday, November 2, 2017 from 8:00 a.m. – 5:00 p.m. All exhibits must be fully operational by Thursday evening, November 2 at 5:00 p.m.

Exhibitor agrees that no display may be dismantled or goods removed during the entire run of the show. If exhibitor dismantles space ahead of scheduled teardown they will forfeit points acquired for priority sign-up.

The dismantling of displays begins on Saturday, November 4 at 4:00 p.m. and move out must be completed by 8:00 p.m. on Saturday, November 4. Deadline for removal of all display materials is November 4 at 8:00 p.m. At that time, all exhibit displays or materials left in booths without instructions will be discarded or packed and stored at the discretion of Management and all related expenses will be applied to and payable by the Exhibitor. Exhibitor is advised to provide locked storage facilities within their own display area for excess merchandise.

10. Health, Fire Regulations, and Public Safety: To ensure the safety of all participants, fire regulations must be observed. Fire regulations require that all display materials be flameproof. Electrical signs and equipment must be wired to meet the specification of the local fire Underwriters

Inspection Bureau. Exhibitor is charged with knowledge of and compliance with all laws, ordinances and regulations pertaining to health, fire prevention, taxes and public safety while participating in the Exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the Exhibitor.

11. Hold Harmless: Exhibitor assumes the entire responsibility and liability for losses, damage and claims arising out of injury or damage to Exhibitor's displays, equipment, and other property brought upon the premises of the official conference hotel and shall indemnify and hold harmless, Harborside Press, LLC, all sponsors of the Exposition, Hotel, its agents, its owner, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims. Hotel will not be responsible or liable for any loss, damage or claims arising out of Exhibitors' activities on Hotel's premises except to the extent any claims, loss, or damages arise directly from Hotel's or its agents' own negligence.

12. Sound Devices, Lighting, Music Licensing: If motion pictures, other than A/V or loud speakers are used, Exhibitor agrees to comply with all applicable union requirements for the operation of the equipment. Sound equipment, devices or loudspeakers will be permitted only if turned to conversational level and if not objectionable to neighboring exhibitors. Glaring lights or objectionable lighting effects may not be used. Licenses from music licensing organizations such as ASCAP and BMI, for taped or live music played in booths, is the sole responsibility of Exhibitor. Management does not warrant or include responsibility for music licensing within individual exhibit booths.

13. Official Contractors: The Official Contractor has been designated to perform services and decorating for this Exposition including but not limited to providing booth rental of furniture, erection of exhibits, electrical work, plumbing, labor, and any other service. No exhibitor or representative shall contract for such services with other than the Official Contractor unless permission has been secured in writing 90 days in advance from the Management.

14. Security, Liability & Insurance: Management will employ security services and/or the facility's security to provide security guards that will take reasonable precaution to safeguard the Exhibitors' property when the exhibit hall is closed. However, Management will not be liable for loss or damage to the property of Exhibitor or its representatives or employees from theft, fire, accident, water or any other cause beyond its control. All valuable items that can be carried away should be put in safekeeping when the exhibit is not attended. Management will not be responsible for any injury,

damage or loss that may occur to Exhibitor, to its employees, agents or invitees or to any other person on the premises. Exhibits and exhibit equipment are brought into the building, maintained, and removed from the building at Exhibitor's risk. Exhibitor shall indemnify Management and the facility against and hold it harmless from any claims, suits or liabilities resulting from negligence of the exhibitor in or in connection with the exhibitor's use of exhibit space. Exhibitors are advised to carry insurance to cover exhibit material against damage and loss and public liability insurance against injury to the person, personal effects, and property of others. All property of the Exhibitor is understood to remain under its custody and control, in transit to and from the confines of the Exhibit Hall, subject to the Exhibitor Rules and Regulations.

15. Other Regulations Specific To Facility and Shipping: Show Management has the responsibility to see that the official service contractor makes appropriate arrangements and provides sufficient labor so that move-in and move-out schedules will be followed per contract. This is necessary so that move-in and move-out times are not affected and so that additional rental charges can be avoided. Exhibit material, packages and shipments will not be received at the hotel. All deliveries will be returned to the shipper at the exhibiting company's expense. All goods shipped to the show must be clearly marked with the name of the Exhibitor and the number of the display space and be sent to the advance warehouse address (included in the Exhibitor Guide). Goods must not be shipped to the show for any shipping charges to be paid on arrival. Any such goods will not be accepted by Management. Management assumes no responsibility for loss or damage to the Exhibitor's goods or property, either before, during or after the show.

16. In no event: Shall Harborside Press LLC or its affiliates, assignees, or successors be liable for payment of any consequential, punitive, incidental, special or indirect damages including, without limitation, lost profits, regardless of the basis of the claim and whether Management has been advised of the possibility of such damages.

17. Regulations & Contract Amendments: These Exhibitor rules and regulations have been formulated in the best interests of the exhibitors, attendees, and sponsoring organizations of the Exposition. All matters and questions not covered by these rules and regulations are subject to the decisions of Management. These rules and regulations may be amended at any time by Management and all amendments that may be so made shall be equally binding on all parties affected by them as by the original rules and regulations.

18. Care Of Building & Facility: Exhibitors or their agents shall not injure or deface walls or floors of the building, exhibit booths, and/or equipment and furnishings within booths. Nothing may be posted, tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, ceiling, furniture, or other properties of the exhibit hall or Hotel. Exhibitor will be held liable for any such damage caused by Exhibitor or its agents. The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitor's activities on the Hotel premises and will indemnify, defend, and hold harmless the Hotel, its owner, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages and claims.