



## TERMS AND CONDITIONS

**1. Management and Exhibitor.** The term "Management" as used herein shall define the personnel and its agents acting on behalf of Triple Crown of Polo, LLC to produce this event. The term "Exhibitor" shall define the company and its personnel and agent selecting to participate in the exposition as exhibitor or sponsor. Once Exhibitor has executed this agreement by means of a signature, all terms shall become binding.

**2. Exhibiting Companies and Products.** Management has the sole right to determine eligibility for a product or company in its event and may remove or relocate unsuitable exhibitors. Management shall have the right to change the location of assigned space for an Exhibitor. Exhibitor agrees not to assign or sublet its space allowed. Exhibitor may display or advertise only goods and services normally manufactured or offered in the course of its business.

**3. Exhibit Space Rules and Contractor Services.** Management shall have the right to establish rules for the event and the use of space covered by this Agreement, including but not limited to the rules in the Exhibitor Service Manual. Management shall have full discretion and authority as to the placement of all decorations, signage and display items. Management may require the replacement or redecorating of an item, display or booth and no costs shall accrue to management because of such necessity. Exhibitors are responsible to cover or fix all areas Management may consider unsightly, at Exhibitor's expense. Should an Exhibitor be unfinished with installation as specified in the show rules, Management may take steps to finish said installation at the Exhibitor's expense. Should the Exhibitor fail to follow exposition deadlines for installation in terms of occupying the agreed upon booth space, Management shall repossess said space and Exhibitor forfeits all claims to it and all monies paid. No Exhibitor shall have the right to dismantle, unpack or vacate a booth prior to the end of the official show hours without the express written permission of Management. Management reserves the right to amend and enforce exposition regulations as it deems proper to assure the success of the event. Management has selected several "Authorized Contractors" and the use of their services by Exhibitors is highly encouraged.

**4. Attendance.** Management shall have sole control over Attendance policies at all times. All Exhibitors agree to staff their booth(s) during exposition hours.

**5. Enjoyment of Reasonable Business Environment.** Management reserves the right to restrict booth size, noise, characters, lights, entertainment and methods of operation which is deems objectionable. Any behavior or equipment which Management finds to detract from the general appearance and intention of the Exposition may be grounds for eviction. Neon lights, gas, signs, helium balloons, taping items on the facility walls or columns are expressly prohibited. Exhibitors are encouraged to seek approval in advance of the show from Management for questionable items so as to eliminate additional removal costs on the behalf of the Exhibitor at the show. If the Exhibitor fails to comply with respect to show rules and this Agreement, Management may re-take possession of Exhibitor's assigned space, notwithstanding Exhibitor's continued responsibility for all payments due.

**6. Fees and Deposits.** Exhibitor is responsible for timely submittal of fees as noted on the front side of this agreement. Should exhibitor delay payments, Management shall have the right to repossess any assigned space after notifying Exhibitor in writing of the intent to do so. In the event of default by the Exhibitor, Exhibitor remains responsible for payments due and assumes the responsibility for all enforcement costs incurred by Management in collecting such fees.

**7. Security.** Management provides perimeter guard services during show hours as noted in the Exhibitor Service Manual. Security for all Exhibitor equipment, materials and personnel remains the responsibility of the individual Exhibitor. Exhibitors should retain adequate coverage for theft, damage or any loss. Exhibitors are encouraged to have guards or insurance at their own expense.

**8. Exposition Hours and Exhibitor Activities.** Management shall have the authority to set event hours, which may change upon notice to the Exhibitors. Exhibitors agree not to schedule or conduct any activities which conflict with exposition hours, including but not limited to: seminars, luncheons, receptions and hospitality suites. Distribution of Exhibitor literature and materials is limited to the confines of the Exhibitor booth space. Exhibitors may be required to wear officially issued name badges provided by show management.

**9. Music Licensing.** Exhibitors are solely responsible to obtain the necessary licenses for all usage of music or video and all costs for such licenses are the responsibility of the Exhibitor. Exhibitor may be prohibited from certain activities without proof of required licenses.

**10. Liability and Insurance.** Management and/or the Exposition Facility, their agents and employees, shall not be responsible for any loss, theft, or damage to the property of the Exhibitor, his employees or representatives. Furthermore, Management and/or the Exposition Facility, their agents and employees shall not be responsible for any damage, illness or injury to Exhibitor personnel, agents

or attendees. Exhibitor shall indemnify and hold harmless Management and the Exposition Facility from all liability which might ensue from any cause whatsoever, including attorney's fees. Exhibitor agrees to maintain adequate insurance to fully protect Management, its co-sponsors, contractors and Exposition Facility from any and all claims which may arise in connection with the installation, operation and dismantling of the Exhibitor's display. This includes claims under Workers Compensation Act. Exhibitor will be required to pay for any damage caused by its employees or agents. Exhibitor must carry insurance naming Triple Crown of Polo, LLC and the Exposition Facility/Polo Venue as additional insureds on a policy containing not less than one million dollars (\$1,000,000 USD) for bodily injury, property damage and /or loss sustained in any one occurrence. A copy of the Certificate must be on file with Triple Crown of Polo, LLC not less than thirty (3) days prior to installation.

**11. Compliance.** Exhibitor assumes all responsibility for compliance with federal and local codes and all laws related to public safety, as well as facility regulations. Exhibitor is responsible to meet all requirements of the American with Disabilities Act. Wiring and decorating materials must all conform to local codes and fire regulations. Exhibitor assumes the responsibility to ascertain that all such codes and laws have been met, including issues related to facility services. Exhibitor is solely responsible to obtain all necessary permits and tax forms, including submitting any taxes of fees required by local, state or federal authorities.

**12. Cancellation or Termination of the Exposition.** In the event that the Exposition is unable to operate, in the sole determination of Management, whether due to Acts of God, war, weather, illness, public safety, strike, civil commotion, picketing, fire or state of emergency, or by reason of any other occurrence not under the control of Management, or otherwise, Management may cancel, postpone or terminate the Exposition. In the event of such cancellation, postponement or termination, the Exhibitor waives any and all claims the Exhibitor may have against Management for damages or expenses and agrees to accept in complete settlement and discharge of all claims, the Exhibitor's pro rata share of the total amount paid by all Exhibitors, excluding deposits, less all costs and expenses incurred by Management in connection with the exposition.

**13. Exhibitor Cancellation or Nonpayment.** Exhibitor agrees that a reservation is made at the time of execution of this Agreement, whether or not accompanied by pending deposit, and it shall be regarded as valid and binding. Should Exhibitor decide to cancel after executing this Agreement, Exhibitor acknowledges that it is difficult to assess the full lost opportunity of Management to have provided space to others and the attendant expenses in doing so. As such, if written cancellation notice is received by Management 181 days or more prior to the event, Exhibitor is liable for 50% of the contracted amount; any written Cancellation notice received less than 181 days prior to the event, Exhibitor is liable for 100% of the contracted amount. Should Exhibitor fail to make timely payments as noted in this Agreement, Management reserves the right to reassign the space to another Exhibitor.

**14. Miscellaneous.** Management makes no representations or warranties as to the condition of the Exposition Area, Contractors or Subcontractors involved or the success of the Exhibitor's efforts for which the exhibit space is to be used. This Agreement shall be governed as a whole in accordance with the laws of the State of Nevada. Any actions arising out of enforcement of this Agreement must be initiated in the State of Nevada. This Agreement and these "Terms and Conditions" represent the sole and entire agreement between Triple Crown of Polo, LLC and the Exhibitor, and it supersedes all prior agreements and discussions. Show management does not guarantee exclusivity for any product or service, nor does it guarantee that exhibitors will not be placed in proximity to competitors. No person at Triple Crown of Polo, LLC is authorized to make changes to this Agreement except in writing with the signature of an officer of the company. The provisions set forth are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity of enforceability of any other provision. Management shall use all reasonable efforts to properly manage installation and the event itself. Management shall not be held liable for late installation or power or service interruptions that may occur.

The person executing this Agreement on behalf of the Exhibitor represents and warrants that they have the authority to do so and may bind the entity for whom they sign. By signing this Agreement, Exhibitor authorizes Management to use its company name and any photographs taken at the Exposition for promotional purposes.