

Vendor Terms & Conditions

1. DEFINITIONS

- “(a) “Exhibitor” means the applicant identified on the front hereof;
- (b) “Show” means the specific expositions or conferences identified on the front hereof;
- (c) “Show Management” means FOU-DRE LLC, its respective agents, employees, affiliates and assigns;
- (d) “Hall Management” means the owner or manager of the facility in which the Show is conducted, and its employees and agents; and
- (e) “Hall” means the facility in which the Show is conducted.

2. AGREEMENT

This application, when properly executed by Exhibitor and upon written acceptance by Show Management, shall constitute a valid and binding license agreement.

Show Management reserves the right to accept or refuse any application for participation in the Show in its sole discretion.

Show Management reserves the right to interpret this Agreement and to adopt further regulations as may be deemed necessary by it for the general success of the Show,

including the conditions, rules and regulations stated herein, in the Exhibitor Service Manual, Sponsorship Materials and in the Hall Management contract,

to which Show Management is or will be a party, all of which are made a part hereof as though fully incorporated herein, and the Exhibitor agrees to be bound thereby.

3. USE OF SPACE

Show Management reserves the right to decline, prohibit or expel any exhibit, or item or feature thereof which, in its judgment,

is inappropriate or out of keeping with the character of the Show, this reservation being all inclusive as to persons, things,

printed matter, product, conduct, sound level, etc. Exhibitor agrees to change the wording of any sign determined by Show Management not to be in the best interest of the Show.

Balloons are prohibited. Neon or other gas-based signs are prohibited. Noisy or obstructive exhibits or activities producing objectionable noise or odors are prohibited.

Sound amplifying devices may be operated only at levels not objectionable to other Exhibitors.

Distribution of advertising material and solicitations of any sort shall be restricted to the Exhibitor's booth. Exhibitor's exhibit or products may not

extend beyond the limits of the Exhibitor's booth and no part of any exhibit or product may extend into any aisle.

No Exhibitor shall arrange its exhibit so as to obscure or prejudice adjacent Exhibitors, as determined by Show Management.

All demonstrations by Exhibitor must be located so that assembled crowds are within the Exhibitor's space and not blocking any aisle or neighboring exhibits.

No Exhibitor shall assign or sublet or share any part of its assigned space without the consent of Show Management in writing.

Any space not occupied by Exhibitor at the time set for completion of installation of displays will be reassigned at the discretion of Show Management,

in which case all amounts paid or payable by Exhibitor will be forfeited unless special arrangements have been approved in writing by Show Management.

Exhibitor agrees to keep its exhibit open and staffed at all times during the Show hours. **BOOTH CONSTRUCTION AND ARRANGEMENT** – All booths must be carpeted by the Exhibitor.

Standard booth equipment (back and side wall draping, and identification sign) is provided by Show Management without cost to the Exhibitor.

If an Exhibitor plans to install a completely constructed display of such a character that the Exhibitor will not require or desire the use of standard booth equipment,

no part thereof shall so project as to obstruct the view of adjacent booths. Sidewall construction, if used, may taper diagonally from eight (8) feet at the back wall to floor

level at the aisle, or extend as a high panel four (4) feet from back wall, the remaining side rail may not exceed four (4) feet in height. Exceptions to the

above specifications are authorized for all self-contained island configurations where a sixteen (16) foot height restriction will apply. The eight (8) foot back wall

restriction is removed for all peripheral booths where a twelve (12) foot height restriction will be in effect. Further restrictions may apply as necessitated by ceiling height.

Raw wood, cardboard or similar material for wings to booths must be covered or painted if they are visible from adjacent booths.

Failure to comply with the rules and regulations of this contract and as stated in the Exhibitor Service Manual will result in the alteration or removal of the booth at the

Exhibitor's expense. Rental fees for services and exhibit space are not refundable. Exhibitors shall be bound by all pertinent laws, codes and regulations of municipal or other

authorities, having jurisdiction over the Hall or the conducting of said exhibit, together with the rules and regulations adopted by Hall Management.

4. CHANGE OF SPACE

Show Management shall have the right, in its sole discretion, to change Exhibitor's space assignment after the acceptance of this Agreement if it is deemed to be in the best interest of the Show.

In the event Show Management elects to exercise its right to change Exhibitor's exhibit space, Exhibitor will be notified of its newly assigned space.

Show Management will make reasonable efforts to ensure that any reassignment will be to an exhibit space, which is of the same general style and size as Exhibitor's original space.

If a reduction in space to Exhibitor's exhibit space is, in Show Management's opinion, necessary, Exhibitor will be reimbursed on a pro-rata basis.

Exhibitor acknowledges and agrees that Show Management may change the dates and/or venue of the Show without the consent of Exhibitor,

and that this Agreement shall remain in full force and effect as to such changed dates and/or venue.

5. CANCELLATION

In the event Exhibitor seeks to cancel this license for exhibition space, withdraw from the Show, or reduce its space requirements for the Show,

Exhibitor acknowledges that Show Management would be harmed and suffer loss and that it would be difficult to determine the precise value for or amount of that harm.

All cancellations, withdrawals or requests for reduction in space by Exhibitor must be in writing, by certified mail, return receipt requested.

The date of cancellation, withdrawal or reduction in space, as applicable, shall be the postmark date on the notice.

If Exhibitor cancels, withdraws or reduces its space requirements for the Show,

Exhibitor agrees to pay to Show Management the amounts set forth below if not previously paid by Exhibitor.

Such payment shall be liquidated damages and not a penalty, and the parties agree that such amounts constitute a reasonable provision for liquidated damages.

Written Notice of Cancellation or Reduction In Space Postmarked On or before 120 days prior to Show opening (50% of Total Booth Space Fee);

within 120 days prior to Show opening (100% of the Total Booth Space Fee).

In the event Exhibitor, at any time, seeks to cancel this license for exhibition space, withdraws from the show or requests a reduction in space,

an administrative and processing fee of \$100.00 per 10' x 10' booth will be assessed.

If a reduction in space is requested, Exhibitor's booth space on the Show floor may be moved in the sole discretion of Show Management.

Any cancellation or failure of Exhibitor to actually occupy the exhibition space assigned to Exhibitor may, in Show Management's sole discretion,

result in partial or complete forfeiture of Exhibitor's rights under any applicable sponsorship agreements or opportunities including, but not limited to,

the right to present speakers at, or participate in, any conference component of the Show.

Cancellation fees cannot be applied toward exhibit space at other shows or advertisement.

In the event Exhibitor fails to make any payments as contemplated herein, Exhibitor shall be deemed in default,

and Show Management shall have the right to retain Exhibitor's deposit and all monies paid as Show Management's non-exclusive remedy,

thereby reserving any and all rights under law including, without limitation, Show Management's right to collect the full amount set forth on the front hereof.

In the event of default by Exhibitor, Show Management shall have the right, but not the obligation, to license the subject Show space to another exhibitor prior to the

Show without any rebate or allowance whatsoever to the Exhibitor and without in any way releasing said Exhibitor from any liability hereunder, and said Exhibitor expressly

agrees to pay Show Management the full sum set forth on the front hereof. Exhibitor shall remain liable for the full balance under the terms of

the Agreement together with all costs of collection including, but not limited to, all reasonable attorneys' fees, court costs and interest.

Show Management will not be liable for the fulfillment of this Agreement as to the delivery of exhibit space if non-delivery is due to any of

the following causes: by reason of the Hall being damaged or destroyed by fire, act of God, public enemy, war or insurrections, strikes,

the authority of the law, postponement or cancellation of the Show, or for any cause beyond its control. Show Management will, however,

in the event of its not being able to hold the Show for any of the above named reasons reimburse Exhibitor on a pro-rata basis on any amount paid in,

less any and all legitimate expenses incurred, such as but not limited to rent, advertising, salaries, operating costs, etc.

If Show Management cancels or terminates the Show, for any reason other than stated in the previous paragraph, the Exhibitor waives all claims it might have against Show

Management for damages or expenses and Exhibitor agrees to accept in complete satisfaction and discharge of all claims against Show Management a

refund of all amounts paid by the Exhibitor to Show Management in accordance with this agreement.

6. INSURANCE - MANDATORY

A. Exhibitor agrees to maintain adequate insurance to fully protect Show Management and its affiliates,

co-sponsors, service contractors and the Hall and Hall Management from any and all claims, arising from Exhibitor's activities including,

but not limited to, the installation, operation and dismantling of Exhibitor's display. The foregoing insurance requirement includes claims under

the Worker's Compensation Act or for personal injury, death, or for damage to property. Exhibitor understands that neither Show Management nor

the Hall maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

B. Exhibitor is responsible for any and all damages caused by Exhibitor or Exhibitor's agents, employees or guests.

Exhibitor agrees to indemnify, defend and hold harmless Show Management, the Hall and Hall Management, and their respective affiliates, subsidiaries, agents,

assigns and employees from and against any liability for loss or damage of any kind, which might arise out of Exhibitor's participation in the Show, or any action or

failure to act of Exhibitor or any of its officers, directors, employees, agents or representatives (including claims of damage or loss to property or harm or injury to a person or persons).

C. Exhibitors in the Show must carry: Event insurance. These coverages must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder.

The certificate must list both FOU-DRE LLC and EAJ 1309 5th Street,

LLC Edens Limited Partnership and its subsidiaries as additional insured and be provided to FOU-DRE LLC at least 30 days before the proposed exhibit date.

7. LIABILITY

Exhibitor agrees that Show Management, Show Management's service contractors, the Hall and their representatives, employees and agents are not liable for any injury,

loss or damage that may occur to Exhibitor, or to Exhibitor's employees, agents, guests or property from any cause whatsoever, prior to,

during or subsequent to the period covered by this Agreement. Exhibitor assumes responsibility and agrees to indemnify, defend and hold Show Management,

Hall Management, their affiliates and their respective employees and agents harmless from and against any claims or expenses arising out of the use of

the exhibition premises. Exhibitor assumes all responsibility and liability for losses, damages and claims arising out of injury or damage to,

or caused by, Exhibitor's displays, equipment, employees or representatives. In no event shall Show Management or any of its affiliates be liable for any special,

incidental, indirect, punitive or consequential damages arising out of or in connection with this Agreement.

The liability of Show Management and its affiliates and Exhibitor's remedy for any claim of loss or damage arising from or related to this Agreement,

regardless of the form of action, shall be limited to the fees paid to Show Management hereunder.

8. PROTECTION OF FACILITIES

Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to the columns, walls, floors,

or other parts of the convention hall exhibit area without permission from the proper building authority.

Fluids, caustic or staining, must not be used where they may damage floor coverings.

Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of Exhibition Management,

the convention hall manager or their assistants.

9. INSTALLATION AND DISMANTLING

Complete information, instructions and schedule of prices regarding drayage,

labor for erecting and dismantling, electrical work, furniture, cleaning etc.,

will be included in the Exhibitor Service Manual. Such requirements shall be binding upon the Exhibitor as though fully set forth herein.

10. EXHIBITS MOVE IN, MOVE OUT

Movement of exhibits in and out of the Hall must be handled by official Show contractors.

No exhibit will be allowed into or out of the Hall without an official clearance from Show Management.

The Exhibitor must make its own arrangements for transportation of exhibits and packing material.

Show Management cannot accept or sign for exhibits on behalf of the Exhibitor.

Move in and move out times and access outside of Show hours are limited to those described in the Exhibitor Service Manual.

At such time after the close of the Show as Show Management may specify or upon sooner termination of this Agreement,

all exhibits shall be removed and cleared from the Show space and vacant possession of the exhibit space shall be delivered to

Show Management in as good and clean order and condition as it was when delivered to Exhibitor. Exhibitors will pay the cost of

repairing any damage caused to the Hall facility by the Exhibitor and/or its contractors.

Any property remaining after the last day designated by Show Management for it to be removed may be held or otherwise disposed of by Show Management or

Hall Management at the Exhibitor's expense. No property may be removed from the Show before the Show ends.

11. SAFETY

All display materials used for decoration must be flameproof.

All electrical equipment or devices used in or about an exhibit must be in good operating condition and able to pass fire and/or electrical inspections.

Extra materials stored in Exhibitor's exhibit space must not block access to the exhibit or cover electrical wires or outlets.

Exhibitor shall cooperate responsibly with local ordinances and Hall Management rules regarding health, fire prevention and public safety.

If inspection of an Exhibitor's booth discloses a failure to comply with any applicable law, code or regulation,

or if Show Management determines that all or any part of an exhibit presents a fire hazard or other danger,

Show Management may cause the removal of all or a portion of such exhibit at the Exhibitor's expense.

Under no circumstances may the weight of any equipment or exhibit material exceed the Hall's maximum floor load.

Exhibitor accepts full and sole responsibility for any injury or damage to property or persons resulting from failure,

knowingly or otherwise, to distribute the load of its exhibit material in conformity with the maximum floor load specifications.

12. SECURITY

Show Management will provide perimeter guard service during the Show and while the Exhibit Hall is closed.

Exhibitor agrees that Show Management is not liable for anything its guard service, or facility security does or fails to do.

This includes, but is not limited to, damage, theft, or loss sustained by Exhibitor's exhibit or its representatives.

Exhibitor will not be allowed into the Exhibit Area after Show Hours.

Exhibitor may want to consider arranging security for its specific booth space for either during or after Show hours.

13. ATTENDANCE

Show Management shall have sole control over admission policies at all times.

14. FILMING AND VIDEO RECORDING RIGHTS/ELECTRONIC MESSAGES

From time to time, photographs, motion pictures and/or video recordings may be made in the Show facility, which recordings may include images of Exhibitor,

its employees, agents and related merchandise and displays. Exhibitors may not hinder, obstruct or interfere in any way with such photography or recordings whether by

Show Management, its agents, attendees or other exhibitors, and hereby consent to Show Management's use of such recordings for commercial purposes.

To the extent necessary to fulfill Show Management's express obligations hereunder, Exhibitor hereby grants Show Management a non-exclusive, royalty-free,

revocable, non-transferable worldwide license (without the right to sublicense) to use Exhibitor's trademarks, service marks, logos, trade names, copyrighted content,

hypertext links, domain names, icons, buttons, banners, graphic files and images.

By providing Show Management the e-mail addresses set forth on the first page of this Agreement, Exhibitor hereby consents to receiving unsolicited commercial e-mail messages

from FOU-DRE LLC, its affiliates, partners and assigns as well as third parties licensed to send such messages to Exhibitor by any of the foregoing.

15. EXHIBITION ACTIVITIES

Exhibitor agrees not to schedule or conduct any outside commercial activity including, but not limited to, receptions, seminars,

symposiums and hospitality suites during the Show, whether such activities are held at or away from the Hall facility, except with the written approval of Show Management.

16. ERRORS AND OMISSIONS

Exhibitor agrees that Show Management will not be liable in the event of any errors or omissions in the Show's directory listing or in any related materials.

Exhibitor acknowledges and agrees that Show Management makes no representation or warranties with respect to the number of exhibition attendees or the demographic nature of such attendance.

17. ASSIGNMENT

This Agreement cannot be assigned, in whole or in part, without the written approval of Show Management.

Show Management may assign this Agreement without the prior written consent of Exhibitor, and any such assignee shall become "Show Management" for all purposes hereunder and shall acquire all of rights and obligations of Show Management hereunder.

18. SEVERABILITY

If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision will be enforced to the

maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

19. COSTS, EXPENSES AND ATTORNEYS' FEES

If either party commences any action or proceeding against the other party to enforce or interpret this Agreement,

the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees

(including all related costs and expenses) incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any

judgment or order thereby obtained.

20. APPLICABLE LAW AND VENUE

This Agreement shall be governed by Massachusetts law without application of its conflict of laws principles.

Any suit relating to this Agreement shall be instituted in a state or federal court in Massachusetts, and the parties submit to the jurisdiction of any such court.

21. SPONSORSHIP AGREEMENT

All rules and regulations of all applicable sponsorship agreements and related materials are hereby incorporated into this Agreement.

22. AMERICAN DISABILITIES ACT

Exhibitor acknowledges and agrees that, in connection with the Show, it will be a public accommodation as defined under Title III of the Americans with Disabilities Act ("ADA").

As a public accommodation, Exhibitor agrees that in connection with the Show, Exhibitor will:

(i) provide, at its expense, any auxiliary aids and services as may be necessary to ensure effective communication with Exhibitor by attendees of the Show;

(ii) assure, at its expense, that displays posted at or on Exhibitor's booth(s) are accessible to individuals with disabilities; and

(iii) not discriminate or retaliate against any individual in violation of the ADA.

23. PERMISSIONS

Exhibitor consents and agrees to receive

- (i) facsimile advertisements sent by or on behalf of Show Management to the facsimile number provided above
- (ii) telephone solicitations initiated by or on behalf of and Show Management and directed to the telephone number provided above and
- (iii) commercial electronic mail messages sent by or on behalf of Show Management and its affiliates, lines of business and divisions.

24. ADDITIONS OR CORRECTIONS

Show Management may amend these terms from time to time in the best interest of the Show upon written notice to Exhibitor.

Exhibitor agrees to accept notice of additions or amendments and to consider them as part of this Agreement.