

Wedding Experience - Exhibitor Agreement Terms and Conditions

The following show rules and guidelines, which are an addendum to the Exhibitor Registration and are incorporated therein, are issued to maintain an organized, safe, and profitable atmosphere for all exhibitors.

1. For and in consideration of the fees specified, Arrow Productions and Conferences (hereinafter referred to as "Show Management") grants Exhibitor a revocable license to occupy space in the Wedding Experience (hereinafter referred to as "Show").

2. Exhibitor may set up their display only during specified hours and set up must be completed 30 minutes prior to show opening. Show Management shall have the right to take possession of exhibit space that is not occupied 30 minutes prior to show opening without liability for refund of exhibit fees.

3. Exhibits and all contents therein must be removed no later than two hours after the close of Show. Exhibitors who dismantle or remove their exhibit before the close of the Show shall incur a penalty of \$250.

4. Exhibitor may promote their business and distribute marketing materials only from within their assigned space. No part of Exhibitor's display may extend outside of their assigned space. Exhibitor's staff may not occupy the aisles of the show, including the aisles in front of or adjacent to their assigned space, or any other public area of the show.

5. Exhibitor may promote only products and services which are offered in the regular course of their business. Exhibitor may not advertise, display, or promote any other individual or business from their exhibit space. Exhibitor agrees to be liable for any unauthorized use of their exhibit space and that the monetary damages due to Show Management will be set at a dollar amount equal to that of Exhibitor's space in Show.

6. Exhibitors are prohibited from affixing anything to walls, columns, windows, or fixtures of show facility. Exhibitor shall leave their space in the same condition as it was in at the time when first occupied.

7. Exhibitor staff must wear an official exhibitor badge, which will be provided at the Show.

8. Exhibitor is charged with having knowledge of and compliance with all laws, ordinances, and regulations pertaining to licensing, sales tax, health, fire prevention, public safety, and copyright.

9. Distribution of samples of beverages or edible items is subject to approval by Show Management and must comply with all rules and restrictions set forth by Show facility and/or local health and public safety authorities. Exhibitors who distribute edible items must provide Show Management with a hold harmless agreement and proof of liability insurance with limits of not less than \$300,000.

10. The use of sound equipment by Exhibitor is an exception, not a right. Show Management reserves the right to determine at what point sound constitutes interference with other exhibitors and must be reduced or discontinued.

11. Show Management reserves the right to restrict and/or remove displays which, in the opinion of Show Management, violate these guidelines, interfere with other exhibitors, extend beyond the assigned space, present a hazard or danger, or detract from the character or appearance of Show, without liability for refund of exhibit fees.

12. Exhibitors who have registered for an exhibit package that includes a list of Show attendees shall receive the list provided that all Wedding Experience Agreement Terms and Conditions have been fulfilled. Show Management reserves the right to implement measures that protect the privacy of the individuals on the list, allow compliance with laws, and prevent misuse of the list. These measures may include, but are not limited to, seeding of the list, providing alias email addresses, and placing limits on list usage. Exhibitor agrees not to sell, lend, or otherwise transfer this list to any other party. Exhibitor agrees not to use the list to promote another business or event, even if promotion is combined with Exhibitor's information. Exhibitor agrees to be held liable for any unauthorized use of the list and further agrees that the monetary damages to Show Management resulting from each such unauthorized use will be set at a dollar amount equal to that of Exhibitor's space in the show. Each individual contact made by mail, email, telephone or other means shall be deemed a separate, unauthorized use.

13. Exhibitor acknowledges that Show Management is providing Exhibitor with services and benefits that commence immediately upon registration, and is allocating space in the Show for which Show Management must refuse other

offers. Exhibitor may not cancel this Agreement at any time or for any reason. Failure to remit full payment or to occupy exhibit space shall not relieve Exhibitor of obligations under this Agreement.

14. Fees must be paid by the dates specified on the Show Registration form, and Show Management may impose a 5% late payment fee for fees not paid by the due dates listed. All payments are nonrefundable and nontransferable. Exhibitor may not assign its contract for exhibit space. Exhibitor shall pay a fee of \$50 if any check presented for payment is returned by a bank or other financial institution.

15. In the event of adverse weather conditions, fire, casualty, disaster, labor disputes, acts of God, or any other cause beyond the control of Show Management, Show Management may, at its discretion, reschedule and/or relocate the Show. Exhibitor agrees that the Terms and Conditions set forth in this Agreement shall apply to any rescheduled date and/or relocation, and Show Management shall not be liable to Exhibitor for any loss or damage suffered by Exhibitor by reason of such rescheduling and/or relocation.

16. Except as specifically provided in this Agreement, should Show Management fail to hold Show as herein provided or to furnish to Exhibitor the space herein described, Show Management shall refund to Exhibitor all fees paid hereunder and such refund shall be accepted by Exhibitor as complete and final settlement of Exhibitor's claims.

17. Show Management will make their best efforts to assign the exhibit size and location of Exhibitor's choosing; however, Show Management reserves the right to alter the show floor plan and/or relocate the location of Exhibitor. Exhibitor agrees that Show Management shall not be liable to Exhibitor for any loss or damage suffered by Exhibitor by reason of such relocation.

18. Neither Show Management, show facility, nor any agent or representative of any of the same, shall be responsible for the personal safety of Exhibitor or its representatives from injury, nor for the safety of the property of Exhibitor from theft or damage. Exhibitor agrees to indemnify and hold harmless Show Management, show facility, and representatives of the same, for all claims by Exhibitor, Exhibitor's agents, employees, contractors, or by any other person, arising out of any act or omission in any way related to Exhibitor's participation in Show. Exhibitor waives, without limitation, all claims for damages based on personal property damage, destruction, loss or theft, personal injury, and any other act or failure to act of Show Management. Exhibitor further agrees to indemnify and hold Show Management harmless for any claim or personal injury sustained by any show attendee as a result of any defect or hazardous condition within Exhibitor's space. Exhibitor must carry liability insurance applicable to participation in a public show and naming show management Arrow Productions and Conferences Inc. as an additional insured.

19. Any promotional and/or instructional information provided by Show Management is accurate as of the date of publication; however, Show Management reserves the right to change or modify details of the Show without notice. Show Management may issue additional Terms and Conditions, or amend any existing Term or Condition, as it deems necessary for the orderly presentation of the Show, provided such addition or amendment does not substantially diminish the rights or increase the liability of Exhibitor.

20. Should Show Management be required to bring a legal action to enforce the terms of this Agreement, including the Terms and Conditions, Show Management shall be entitled to receive their reasonable attorneys' fees and costs incurred in bringing such action, plus interest at a rate selected by the court. Exhibitor further agrees that any suit to enforce the terms of this Agreement or any Term or Condition shall be brought in the United States District Court for the Eastern District of Virginia, Richmond Division, and that any question or controversy regarding the formation, construction, interpretation, validity and enforcement of the Agreement and Terms and Conditions shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflicts of law provisions.

21. This Agreement shall represent the entire agreement between Exhibitor and Show Management. Show Management shall not be bound by any representation or understanding not expressly set forth in this Agreement. No provision of this Agreement shall be modified except by the written mutual consent of the parties. Exhibitor, in signing this Agreement, or having same signed by an agent or representative, acknowledges his, her, or their authority to do so and hereby assumes liability for the Terms and Conditions and amounts stated herein. If any clause of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect without regard to the invalidated clause.