

**SPACE DRAW DEADLINE IS APRIL 7, 2017. RETURN ORIGINAL SIGNED CONTRACT. (NO COPIES) Incomplete Contracts Will Not Be Accepted.**

**COMPANY INFORMATION**

Legal Company Name: \_\_\_\_\_

Exhibiting As: \_\_\_\_\_

Mailing Address (NO P.O. BOXES): \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Toll-Free: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Web Address: \_\_\_\_\_

*(The printed Program & Exhibits Guide will contain only the contracted company name or Exhibiting As name, address, phone and URL as indicated above. The WOC online listing & mobile App will contain full company profile.)*

**PRIMARY CONTACT INFORMATION**

Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**If the show contact is not responsible for the overall health and safety at the event then please email the appropriate contact information to: [operations@worldofconcrete.com](mailto:operations@worldofconcrete.com)**

**INVOICE/ACCOUNTING CONTACT INFORMATION (IF DIFFERENT THAN PRIMARY CONTACT)**

*For all invoice/accounting correspondence*

Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address (NO P.O. BOXES): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**REQUIRED** Please Check One Exhibiting company is: ☐ Manufacturer ☐ Exclusive US Distributor ☐ Service Company/Other (describe) \_\_\_\_\_

If Exclusive U.S. Distributor, for which company: \_\_\_\_\_ *(This information will be verified.)*

**REQUIRED: Products to be exhibited:**

List specific companies (not product lines) you **do not wish to be next to**, limit of four companies. *(See Assignment of Space on reverse side.)*

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

**INDOOR EXHIBIT SPACE**

**REQUIRED**

*Booth choices are used as a guideline. They are not a guarantee of space.*

List desired booth location preferences by booth number; space is allocated in 100 square foot increments.

1<sup>st</sup> choice \_\_\_\_\_ 2<sup>nd</sup> choice \_\_\_\_\_ 3<sup>rd</sup> choice \_\_\_\_\_

**Inline Booths only:** All corner booths are \$200 per corner. Please check one: ☐ \$200/1 corner ☐ \$400/2 corners  
**If you are assigned a corner, you must pay fee or move to another location.**

**Indoor Booth Rates  
AFTER APRIL 7, 2017**

1,000 sq ft and up = \$38.00/sq ft  
Less than 1,000 sq ft = \$39.00/sq ft

☐ **NEW PRODUCT ZONE \$850 PER PRODUCT/ \$2,500 FOR 4 PRODUCTS.**

You will receive the following to help increase visibility at WOC:

- Website and Mobile Site Exposure -- Connect with thousands of visitors each month; will appear online September 2017 through April 2018.
- Prominent NEW PRODUCT ZONE page link on top of every webpage.
- WOC APP Exposure -- Includes a NEW PRODUCT ZONE icon on App homescreen.

☐ **UPGRADE YOUR BOOTH PROFILE NOW FOR JUST \$750**

You will receive the following to help increase visibility for your online/print profile: **Online:**

- Company Logo in your exhibitor profile
  - Company Logo in all exhibitor listings – by alpha, keyword, and by product category
  - Company Logo on online floorplan
  - Up to three company Videos on Video link from main WOC website and in your exhibitor profile
  - Up to five Press Releases on News link from main WOC website and in your exhibitor profile
  - Up to three Show Specials in your exhibitor profile
- Mobile App:**
- Booth Profile highlighted on the exhibitor list
  - Company Logo shown on the WOC mobile app floor plan

**2017 PRICING LOCKED IN FOR 2018 IF YOU SUBMIT BELOW**

**SELECTIONS WITH YOUR BOOTH SPACE SELECTIONS!**

**Official Program & Exhibits Guide Print Advertising**

**(check below which option(s). HW Publications will invoice directly.**

**Do not send payment with booth payment.**

___ Full-Page 4/color advertisement	\$4,220
___ Half-Page 4/color advertisement	\$2,885
___ Company Logo in Exhibit Listing	\$375
___ Red Highlight in Exhibit Listing	\$225

*For Additional Advertising opportunities in the Digital Pre-Show Planner, or WOC Daily News, please contact [exhibits@worldofconcrete.com](mailto:exhibits@worldofconcrete.com)*

**\* If purchasing more than 10,000 sq. ft. of space, please contact your Account Rep.**

Dimensions: \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_ total square feet **REQUIRED**

SQUARE FEET SQUARE FEET

TOTAL SQUARE FEET	X	=	INDOOR SPACE	+	CORNER FEE	+	OUTDOOR SPACE	+	ENCLOSED EXHIBIT/MTG SPACE	=	\$	CONTRACT TOTAL	X 50% =	\$	DEPOSIT REQUIRED	+	UPGRADED PROFILE AND NEW PRODUCT ZONE DUE IN FULL 100% WITH DEPOSIT	REMAINING BALANCE DUE AUGUST 11, 2017
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**FAX PAYMENT: 972-550-5390**

**MAIL TO:**

6191 N State Highway 161, Suite 500  
Irving, Texas USA 75038 • 866-962-7469

**METHOD OF PAYMENT - U.S. FUNDS ONLY. PLEASE CHECK ONE.**

Exhibitors may pay deposit via Credit Card. Accepted: Visa, MC, AMEX. PCI compliance requires credit card information must only be received via our secure fax line 972-550-5390 or through our online contract portal.

- ☐ Check (Make checks payable to World of Concrete.)  
☐ Credit Card ☐ Wire/ACH

**If paying by Credit Card, please use the Credit Card**  
For proper credit to your account, please identify World of Concrete and your booth number if known. Exhibitor is responsible for any bank fees associated with payment. For Wire/ACH; (Contact your account rep for wire transfer details.) Please refer to clause 7 on reverse.

**FOR OFFICE USE ONLY**

Date Received: \_\_\_\_\_  
AE: \_\_\_\_\_ CO ID#: \_\_\_\_\_

**OUTDOOR EXHIBIT SPACE** List desired dimensions of booth space.

*Actual booth locations will be determined by the most efficient use of space. 200 sq ft booth space minimum.*

*Indicate materials needed for demonstration (additional cost). If purchasing more than 10,000 sq. ft. of space, please contact your Account Rep.*

**Outdoor Booth Rates**

**AFTER APRIL 7, 2017**

1,000 sq ft and up = \$33.00/sq ft  
Less than 1,000 sq ft = \$34.00/sq ft

Dimensions: \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_ total square feet

SQUARE FEET SQUARE FEET OUTDOOR SPACE

**Materials** *(The square footage of the material must reside within the square footage of the exhibit space purchased.)*

<input type="checkbox"/> Sandbox _____ sq ft x (4" deep) <b>\$8.50/sq ft (additional)</b> .....	= \$
<input type="checkbox"/> Sandbox _____ sq ft x (6" deep) <b>\$9.00/sq ft (additional)</b> .....	= \$
<input type="checkbox"/> Slab On Grade _____ sq ft x <b>\$13.00/sq ft (additional)</b> .....	= \$
<input type="checkbox"/> Wall* _____ linear feet x <b>\$350/linear ft (additional)</b> .....	= \$

*\*Minimum 10' x 10' slab required with wall for support. Minimum 10' wall length required.*

☐ Custom Slab/Wall\*\* .....

**\*\*Special requests for Custom Slab/Wall designs, props and added materials require a price quote;**

**you will be contacted.**

**Total Materials Cost = \$**

**All materials ordered after December 1, 2017 will incur a \$2.00 surcharge per sq. ft. Custom props will incur a 10% surcharge.**

**ENCLOSED EXHIBIT / MEETING SPACE 10' x 10' black hard wall space. Includes: 30" round table, 4 side chairs, grey carpet, electricity (110V, 5 amp outlet) and a waste basket. Inclusions will be adjusted if multiple units are purchased; price remains the same.**

QUANTITY	X	SPACE COST \$5,000 / 100 sq ft	=	\$
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\*We understand this application becomes a binding contract when accepted by Informa Exhibitions U.S. Construction & Real Estate, Inc. We agree to abide by the General Information, Exhibitor Contract Terms and Conditions, rules listed in the Exhibitor Service Manual and regulations adopted by Informa Exhibitions U.S. Construction & Real Estate, Inc. in accordance with the terms herein. We understand that all deposits/final payments are non-refundable.

**REQUIRED**

**Printed Name:** \_\_\_\_\_ **Confirming Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

By providing your contact information and signature, you are authorizing Informa Exhibitions U.S. Construction & Real Estate, Inc. to send you promotional materials via mail, fax, SMS or email.

**1. Defined Terms**

The term "Event" means World of Concrete 2018 currently scheduled to be held on January 23-26, 2018, at the Las Vegas Convention Center, Las Vegas, NV, USA (the "Exhibit Facility"). The Event is owned, produced and managed by Informa Exhibitions U.S. Construction & Real Estate, Inc. As used hereinafter, the term "IE" means, collectively, Informa Exhibitions U.S. Construction & Real Estate, Inc. and each of its officers, directors, shareholders, agents, subsidiaries, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, the entity or person that executes this Contract as the "Exhibitor" and each of its officers, directors, shareholders, employees, contractors, agents, representatives, assigns and/or invitees, as applicable. The term "Contract" means this agreement, all amendments and modifications thereto, and all other materials, documents, rules and regulations expressly incorporated herein by reference.

**2. Contract Acceptance**

This Contract shall become binding and effective only when it has been signed by Exhibitor, and accepted as valid by a duly authorized representative of IE. The final exhibit space specifics and/or location may be different from the Exhibitor's original requests. IE reserves the right to deny access to any company.

**3. Qualifications of Exhibitor**

IE, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms who manufacture, remanufacture, or supply products, tools, equipment, supplies or services used for the concrete and masonry industries. Applicants who have not previously exhibited at the Event may be required to submit a description of the nature of their business and the items to be exhibited. IE reserves the right to restrict or remove any exhibit which IE, in its sole discretion, believes is objectionable or inappropriate.

**4. Assignment of Space**

Initial space assignments will be made during the space draw process. An onsite space draw will be conducted for exhibitors taking 1,000 NSF and greater. A contract is required for onsite assignments with deposit due by MARCH 31, 2017. A post-show space draw will be conducted for all other exhibitors and those not participating in the onsite draw. Contracts and deposits must be received on or before APRIL 7, 2017 to qualify for the post-show space draw. All contracts and deposits received after APRIL 7, 2017 will be assigned on a first-come, first-served basis. Any such assignment does not imply that similar space will be assigned for future Events. IE may change the date of the space draw without notice. IE reserves the right to change the floor plan or the location of an Exhibitor's booth if IE in its sole discretion determines that to do so is in the best interest of the Event. IE will consider requests to keep certain companies from being next to each other; however, there is no guarantee that by making this request you will not be located next to one of these companies. IE assumes no responsibility in such instances.

**5. Use of Space**

The space contracted for is to be used solely by and for the Exhibitor whose name appears on the Contract, and it is agreed the Exhibitor will not sublet nor assign any portion of same without the prior written consent of IE.

**6. Cancellation by Exhibitor**

If Exhibitor desires to cancel this Contract, Exhibitor may only do so by giving notice thereof in writing sent to IE with evidence of receipt. If such written notice is received at least 180 days prior to the opening date of the Event, January 23, 2018, then Exhibitor will remain liable for 50% of the total exhibit fee. Otherwise, Exhibitor will remain liable for 100% of the total exhibit fee, regardless of when this Contract is executed by Exhibitor. In addition, Exhibitor will remain liable for 100% of all fees paid or payable in respect of sponsorships and promotional products, regardless of when this Contract is executed or cancelled by Exhibitor. These amounts are considered to be liquidated and agreed upon damages, for the injuries IE will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability and, if applicable, the cancellation of sponsorships and/or promotional materials, in each case at a time when other parties would be interested in such space and/ or products, will cause IE to sustain substantial damages that will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Contract as a valid pre-estimate of these damages. The date of cancellation shall be the date IE receives the notice. IE reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original space and purchase of new booth space, and Exhibitor may be required to move to a new location if it requests a downsizing of space.

**7. Cancellation by Informa Exhibitions / Payments**

If Exhibitor fails to timely make any payment required by this Contract or otherwise breaches any of its obligations under this Contract, IE may immediately terminate this Contract (and Exhibitor's participation in the Event) by providing written notice (or, if appropriate under the circumstances, oral notice with written notice to follow) to Exhibitor of such termination. IE shall have no obligation to refund monies previously paid. IE reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to IE. IE is expressly authorized (but has no obligation) to occupy, cause to be occupied or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. IE reserves the right to terminate this contract at any time.

IE is a PCI DSS compliant company and as such we are prohibited from receiving card holder data via email or any other unsecured method where card holder data can be stored. At a minimum, cardholder data consists of the full PAN. Cardholder data may also appear in the form of the full PAN plus any of the following: cardholder name, expiration date and/or service code. Please use alternate channels for payment.

\*WIRE/ACH: IE is not responsible for any losses suffered due to third party fraud or misdemeanor, including, without limitation, false change of bank account communications, identity theft and other scams. Payments into IE's designated bank account only shall satisfy Exhibitor's payment obligations under this Contract. If you receive any communication notifying of a change in IE's designated bank account, you should verify the authenticity of the change with IE. If IE does not receive payment by the established due dates IE may immediately terminate this Contract

**8. Cancellation of the Event**

If IE cancels the Event due to circumstances beyond the reasonable control of IE (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), IE shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by IE, in full satisfaction of all liabilities of IE to Exhibitor. IE reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If IE changes the name of the Event, re-locates the Event to another event facility within the same city, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but IE shall assign to Exhibitor, in lieu of the original space, such other space as IE deems appropriate and Exhibitor agrees to use such space under the terms of this Contract. If IE elects to cancel the Event other than for a reason previously described in this paragraph, IE shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of IE to Exhibitor. Exhibitor agrees that, except as expressly provided in this paragraph, it shall and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, renaming, relocation or rescheduling of the Event.

**9. Exhibit Space Occupancy**

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by IE. If Exhibitor fails to install its display in its assigned space by 3:00 p.m., January 22, 2018 or leaves its space unattended during the Exhibit hours, IE shall have the right to take possession of the space, without releasing Exhibitor from any liability or obligation hereunder, and no refund will be due to Exhibitor. All exhibits must be open and manned for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by IE.

**10. Listings and Promotional Materials**

By exhibiting at the Event, Exhibitor grants to IE a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in IE promotional materials. IE shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. IE may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any IE promotional purpose. Exhibitor warrants that it owns, or has right to use pursuant to a valid license, all intellectual property (copyright, trade mark, etc.) to be used by Exhibitor for promotion or exhibition at the Event.

**11. Care of Exhibit Facility**

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor. Exhibitors are responsible for removing all displays, product, flooring and trash. IE will charge the Exhibitor the cost to remove any items left post show.

**12. Taxes and Licenses**

Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility without the express permission of IE.

**13. Copyrighted Materials**

Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

**14. Observance of Laws**

Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall comply with all applicable requirements of the Americans with Disabilities Act, including with respect to the construction of its exhibits.

**15. Exhibitor Information & Updates**

IE will provide Exhibitor information and updates to the designated representative of the Exhibitor, including an Exhibitor Service Manual. The Exhibitor Service Manual will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules. The designated representative of the Exhibitor will also receive updates about the Event via fax, mail, e-mail and/or SMS.

**16. Authorization to Contact**

Exhibitor acknowledges that IE shall be permitted to share Exhibitor's name and contact information with, and Exhibitor consents to being contacted directly by, vendors, sponsors and partners authorized by IE.

**17. Incorporation of Rules and Regulations**

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this Contract shall be subject to determination by IE in its sole discretion. IE may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this Contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by IE as soon as they are communicated to Exhibitor. This Contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by IE from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

**18. Installation and Dismantling**

Exhibitors must comply with the move-in and move-out times indicated in the Exhibitor Service Manual. If an Exhibitor fails to remove an exhibit in the allowed time, IE shall be permitted (at Exhibitor's sole expense) to remove and place same in a warehouse subject to the Exhibitor's disposition, and/or to ship to Exhibitor via common carrier with all charges to follow at no liability to IE. All exhibits must remain intact until the Exhibition is officially closed.

**19. Contractor Services**

In the interest of making available the best qualified craftsmen in numbers sufficient to handle all of the services necessary for the operation of the Event, IE has contracted on an exclusive basis official contractors to provide certain services. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors (EAC) within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in Exhibitor Service Manual.

**20. Lead Retrieval**

Exhibitor acknowledges that the official service provider for lead retrieval services is Compusystems. Exhibitor may use the official service provider to collect contact information from persons who visit such Exhibitor's space ("Attendee Data") or they may use a third party, who is not contracted by IE, for the same service. In both cases, Exhibitor acknowledges that any Attendee Data so collected shall be used solely by Exhibitor for its legitimate internal business purposes. Without limiting the foregoing, Exhibitor understands and agrees that (i) it will not sell, transfer or otherwise distribute to any third party all or any part of any Attendee Data, (ii) it will not make or attempt to make any compilation of the attendees and/ or other participants of the Event or any other derivative work of any Attendee Data, (iii) it will not otherwise use any Attendee Data in connection with any illegal, distasteful, immoral, dishonest or fraudulent activity and (iv) the compilation of the attendees and/or other participants of the Event is the sole property of IE.

**21. Exhibit Guidelines**

Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. Exhibitor agrees to exhibit only products which it manufactures, represents or distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of IE and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of IE. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Exhibitor's booth space. Balloons and stickers (including handouts with gummed backing that adhere or cause adhesion) are prohibited in the exhibit area. Balloons and blimps must be approved by Show Management prior to the opening of the show, in accordance with the rules as outlined in the Exhibitor Service Manual. Popcorn is prohibited on the Show Floor. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited. The use of Segway's or Segway-type units is prohibited on the show floor. Photography or videography is permitted only with prior approval of the exhibiting company. Failure to obtain prior consent may result in removal from the exhibit hall. The operation or use of drones are prohibited inside/outside of the LVCC.

**22. General Terms and Conditions**

IE has sole control over attendance policies. Except as expressly provided in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, IE in its sole judgment may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this Contract must be in writing and signed by an authorized representative of IE.

**23. Assumption of Risks; Releases**

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither IE nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither IE nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

**24. Indemnification**

Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to IE), and hold IE and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation or presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise and (h) any injury to any person (including an attendee) or property while in the Exhibitor's space or relating to Exhibitor's use of any exhibition space or services.

**25. Limitation of Liability**

Under no circumstances shall IE or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall IE's maximum liability under any circumstance exceed the amount actually paid to IE by Exhibitor for exhibit space rental pursuant to this contract. IE makes no representations or warranties, express or implied, regarding the number and nature of exhibitors and/or attendees who will attend the Event or regarding any other matters.

**26. Insurance**

Exhibitor shall, at its own expense, secure and maintain at all times during the event, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph.

- (A) Workers' compensation and employer's liability insurance complying with the laws of the state in which the Event is being held;
- (B) Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and
- (C) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operations.

The Exhibitor's Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds (i) Informa Exhibitions U.S. Construction & Real Estate, Inc. and each of its direct and indirect subsidiaries and (ii) the Event Facility. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to IE, shall be promptly furnished to IE. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to IE. The Exhibitor shall obtain a waiver of subrogation from the carrier of each policy described above and the carrier of each other policy that provides fire, explosion or any other risk coverage insuring the Exhibitor's property, in each case releasing in full such carrier's subrogation rights.

**27. Outside Exhibits/Hospitality Suites**

Exhibitor is prohibited, without express written approval from IE, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as unauthorized facility tours. Exhibitor also agrees not to operate hospitality suites or host any hospitality functions during official Event hours or when any IE-sponsored activities are being held. Hospitality functions are permitted only upon payment by the Exhibitor of all fees due hereunder. All requests for a hospitality suite or public function space must be made through IE. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, IE reserves the right to notify the hotel to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel.

**28. Sound, Lighting and/or Laser Devices**

The use of devices for mechanical reproduction of sound or music; as well as lasers which are part of Exhibitor's display, are permitted, but must be controlled and maintained at a conversational level. Sound, lighting and/or laser beams must not be projected outside the exhibit booth. IE may immediately discontinue the use of any sound system, lighting or laser device that does not comply with this paragraph. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones.

**29. Fire and Safety Laws**

The Exhibitor shall comply with all state, city and local laws and ordinances relating to fire, safety and health. A description of these regulations will be found in the Exhibitor Service Manual; however IE will not be responsible for any errors or omissions contained therein.

**30. Sponsorship**

Sponsorship offerings are available to current-year Exhibitors. Should an Exhibitor, who is also a sponsor, cancel their exhibit space, their sponsorship will likewise be canceled. See Item 6 Cancellation by Exhibitor.

**31. Violation of Rules and Regulations**

Violation of this Contract or any rules and regulations governing the Event, including those published in the Exhibitor Service Manual, may result in one or more of the following actions taken against the Exhibitor: 1) the Exhibitor may be prohibited from exhibiting at the current year's Event and will forfeit all booth payments; 2) the Exhibitor's "points" for the following year's space draw may be taken away; and 3) the Exhibitor may be prohibited from exhibiting at the future events. This list of actions is not exhaustive and does not in any way limit available remedies provided in other provisions of this Contract or by law or equity. No delay by IE in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by IE of any other right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder.

**32. Governing Law**

This contract is governed by the laws of the State of Texas as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in the State of Texas shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Dallas, Texas.