

## DEFINED TERMS

The term Event means "Building Enclosure Symposium" The Event is owned, produced, and managed by the International Institute of Building Enclosure Consultants (IIBEC). 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.

## 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 IIBEC. The final exhibit space specifics and/or location may be different from the Exhibitor's original requests. IIBEC reserves the right to deny access to any company.

## QUALIFICATIONS OF EXHIBITOR

IIBEC, 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 building enclosure industry. IIBEC reserves the right to restrict or remove any exhibit which IIBEC, in its sole discretion, believes is objectionable or inappropriate. Show management reserves the right at any time to refuse the rental of exhibit space to any company whose display of goods or services is not, in the opinion of show management, compatible with the general character and objectives of the exhibition, or to remove or change exhibits it finds offensive.

## CONTRACT

Any terms referenced in the Exhibitor Contract, including all payment terms, are incorporated into these terms and conditions.

## SUBLETTING OF EXHIBIT SPACE

No Exhibitor may assign, sublet or apportion the whole or any part of the space assigned or permit any party to exhibit or distribute any materials of or occupy any of such space for the purpose of promoting any business other than that of the Exhibitor to which the space is assigned, except as may be permitted in writing from IIBEC. An Exhibitor will be permitted to share a booth with another company only (i) where one of them is a wholly owned subsidiary of the other or (ii) where the product of each exhibitor cannot be used as intended without the product of the other exhibitor, the products combined are typically perceived as a single product and the products combined are often sold as a single product.

## CANCELLATION BY EXHIBITOR

If Exhibitor cancels this Contract, Exhibitor may only do so by giving notice thereof in writing sent to IIBEC with evidence of receipt. If such written notice is received at least 90 days prior to the opening date of the Event, then Exhibitor will remain liable for 50% of the total exhibit fee. If notice of cancellation is received less than 90 days prior to the Event, 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 IIBEC 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 IIBEC 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 IIBEC receives the notice. IIBEC 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.

## CANCELLATION OF THE EVENT

If IIBEC cancels the Event due to circumstances beyond the reasonable control of IIBEC (such as riot, strike, civil disorder, act of war, act of God, terrorism, epidemic, pandemic, government mandated restrictions, or any cause whatsoever that is not within IIBEC's reasonable control), IIBEC shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a 25% administrative processing fee, in full satisfaction of all liabilities of IIBEC to Exhibitor. IIBEC reserves the right to cancel, rename or relocate the Event or change the dates on which it is held. If IIBEC changes the name of the Event; relocates the Event to another event facility and/or city or converts the Event to virtual/digital in nature; or changes the dates for the Event to dates that are not more than 90 days prior or 13 months later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but IIBEC shall assign to

Exhibitor, in lieu of the original space, such other space as IIBEC deems appropriate and Exhibitor agrees to use such space under the terms of this Contract. If IIBEC elects to cancel the Event other than for a reason previously described in this paragraph, IIBEC shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of IIBEC 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.

## SPONSORSHIP

Sponsorship offerings are available to current-year Exhibitors. Should an Exhibitor, who is also a sponsor, cancel their exhibit space, 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. See Clause *Cancellation by Exhibitor*. Any cost incurred for any changes after the artwork is submitted will be the responsibility of the sponsor.

## INSTALLATION & DISMANTLING

Exhibitors must comply with the move-in and move-out times indicated provided by IIBEC or if applicable denoted in the Exhibitor Service Manual. If an Exhibitor fails to remove an exhibit in the allowed time, IIBEC 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 IIBEC. All exhibits must remain intact until the Exhibition is officially closed.

## LIABILITY AND WAIVER SUBROGATION

IIBEC, the convention facility and their employees and representatives shall not be responsible for any loss, damage or injury to person or property that may be suffered by the exhibitor, or the exhibitor's employees, from any cause whatsoever arising out of participation in the Event prior, during or subsequent to the period covered by this exhibit application, excluding that caused by or resulting from the negligence of IIBEC or convention facility and their employees and representatives. Exhibitor shall indemnify, defend and hold harmless IIBEC, its officers, directors, employees and agents against and from any and all losses, costs, damages, liability, or expenses (including attorney's fees) arising from or by any reason of any accident, bodily injury, property damage or other claims or occurrences to any person, including Exhibitor, its employees and agents, or any business invitees of or related to Exhibitor's occupancy or use of the booth space and any other leased area(s) of the convention center. The terms of this provision shall survive the termination or expiration of this Contract. Exhibitor shall obtain, at its own expense, adequate insurance against any such injury, loss or damage. The exhibitor waives the right of subrogation by its insurance carrier(s) to recover losses sustained under exhibitor's insurance applications for real and personal property. If requested, the exhibitor, as a condition to participation in the Event, shall obtain from its insurer(s) a waiver of subrogation consistent with this provision.

## INSURANCE

Exhibitor shall, at its own expense, secure and maintain insurance for the entire duration of the Event (move-in through move-out). 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.

## GENERAL LIABILITY INSURANCE

The limits for bodily injury and property damage combined shall be at least \$1,000,000. Certificates of insurance stating such limits shall also provide that the policy may not be cancelled without 15 days advance written notice to IIBEC and must be in effect starting with the first move-in day of the show through the last move-out day of the show. All property of the exhibitor is understood to remain under his/her custody and control, in transit to or from the confines of the hall, subject to the rules and regulations of the trade show.

Note: If applicable, IIBEC, Shepard Exposition Services (Official Trade Show Exhibitor Service Contractor) hotel or convention center require an Insurance Certificate on file for the exhibiting company as well as the Exhibitor-Appointed Contractor (EAC) prior to the tradeshow. Exhibitors will not be allowed on the tradeshow floor without an Insurance Certificate or Waiver of Liability.

## EXHIBITOR UPDATES

If applicable, IIBEC will provide Exhibitor information and updates to the designated representative of the Exhibitor, including the Exhibitor Service Manual. The designated representative of the Exhibitor will also receive updates about the Event via fax, mail, e-mail and/or SMS.

## INCORPORATION OF RULES & 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 IIBEC in its sole discretion. IIBEC 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 (if applicable) 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 IIBEC as soon as they are communicated to Exhibitor. This Contract (including the Exhibitor Service Manual (if applicable) and any additional rules or regulations adopted by IIBEC from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

## GENERAL TERMS & CONDITIONS

IIBEC has sole control over show 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, IIBEC 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 IIBEC.

## 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 IIBEC nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither IIBEC 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.

## OUTSIDE EXHIBITS/HOSPITALITY SUITES

Exhibitor is prohibited, without express written approval from IIBEC, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, trade show aisle space, 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 IIBEC sponsored activities are being held. All requests for a hospitality suite or public functions space must be made through IIBEC. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, IIBEC 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.

## GIVEAWAYS, DRAWINGS & DISTRIBUTION OF GIFTS AND/OR FOOD PRODUCTS

IIBEC holds the right to restrict or prohibit any contest, promotion, or giveaway that causes blocking or disturbance to other exhibitors or patrons. It is the responsibility of Exhibitor to notify all winners of any drawing, contest, or giveaway. Food and beverage products may be distributed in sample quantities by those exhibitors engaged in the processing of these products. Other exhibitors wishing to dispense sample foods and/or beverages must conform with the exhibit facility's regulations and receive approval in advance from IIBEC.

## BOOTH ACCESSIBILITY

Under Title III of the Americans with Disabilities Act, each exhibitor is responsible for making his exhibit accessible to the disabled and shall indemnify show management and the convention facility against failure to do so. Exhibitors who have constructed, or are planning to construct, multi-level booths must comply with federal law and all state and local fire and safety codes.

## FIRE PROTECTION

No combustible decoration, such as but not limited to crepe paper, tissue paper, cardboard, or corrugated paper, shall be used at any time. All packing containers, excelsior or wrapping paper are to be removed from the exhibit floor and must not be stored under tables or behind displays. All decorations and booths must be of flame-proofed materials. Exhibitor shall be solely responsible for all fire damages and costs.

**DAMAGE TO PROPERTY OF OTHERS**

Exhibitor shall be solely responsible for the cost of any damage to the convention center, official hotels, property of others, and any other claims and cost arising out of Exhibitor's use of the leased area(s), regardless of how or by whom such damage was caused.

**CARE OF BUILDING & EQUIPMENT**

Exhibitor, its employees, representatives, or agents must not injure or deface the walls or floors of the building, the booths, or the equipment of the booths. When such damage appears, Exhibitor is liable to the owner of the property so damaged. Nothing will be posted on, tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, ceiling, furniture, or other property of the exhibit facility.

**VIOLATION OF RULES & 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 priority points may be taken away; and 3) the Exhibitor may be prohibited from exhibiting at 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 IIBEC in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by IIBEC of any other right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder.

**GOVERNING LAW**

This contract is governed by the laws of the State of North Carolina as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in the State of North Carolina 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 North Carolina.

**OPEN INVOICES**

Any outstanding invoices over 90 days old will be paid with money collected for any event or service from a vendor.