

TERMS AND CONDITIONS

1. **Exhibit Application.** These rules and regulations are fully incorporated into the Silver Summit (hereinafter, "Event") exhibit space application and contract form. RedBall Productions (hereinafter, "RedBall"), in its sole discretion, reserves the right to reject at any time any application to exhibit for any reason, even with prior acceptance in this event.

2. **Booth Space Assignment.** Exhibitors should indicate their preference for space assignment on the exhibit space application. Booth space assignments will be made based on amount of space required, level of sponsorship participation, date application is received, and timely payment of space reservation. RedBall will attempt to accommodate the preference of each exhibitor. However, RedBall reserves the right to relocate an exhibitor in its sole discretion, any time.

3. **Booth Payment.** No booth spaces will be guaranteed until RedBall receives full payment of the total booth fee. Upon approval of application, invoices will be sent to exhibitors. Exhibitors will have 30 days from date on invoice to send full payment or risk forfeit of reserved space.

4. **Booth Activities.** The advertisement or display of goods or services other than those manufactured, distributed, or sold by the exhibitor in the regular course of business and identified in this contract is prohibited. An exhibitor may not assign, sublet, or apportion all or any part of the contracted booth space, nor may an exhibitor permit the display, promotion, sales, or marketing of non-exhibitor products or services. Interviews, demonstrations, and distribution of literature or samples must be made within the booth area assigned to the exhibitor. Canvassing or distributing of advertising outside the exhibitor's own booth will not be permitted. There is no restriction on selling on the exhibit floor. However, exhibitors are responsible to the Internal Revenue Service for the collection and submission of the applicable state and local sales taxes for sales, which occur on the exhibit floor. Exhibitors may not serve or dispense food or beverages of any type from their booths or in the exhibit area without consent of the society. Helium balloons are not allowed in the convention center. No part of the display, including products, is permitted outside the exhibit space. Products and furnishings should be arranged with the safety of the exhibitors and attendees in mind.

The character of the exhibits is subject to the approval of RedBall. The right is reserved to refuse the applications of companies not meeting the standards required or expected, as is the right to curtail exhibits or parts of exhibits that are not in accord with the character of Silver Summit. This applies to displays, literature, advertising novelties, souvenirs, conduct of persons, etc. Booths should be designed to draw attendees into the booths, not to encourage attendees to stand in the aisles.

If RedBall determines an exhibit to be inappropriate or otherwise unsuitable, such exhibit must be altered, modified, or closed to conform to RedBall's requirements. Any cost associated with alterations, modifications, or closure, and removal of display will be borne by the exhibitor. Such decisions shall be made in RedBall's sole discretion.

5. **Occupancy of Space.** It is the responsibility of the exhibitor to occupy and adequately staff the exhibit space throughout the official dates and times (subject to change) of the Event.

Show Move-In: Thursday, November 2, 8:00am-5:00pm.
Show Dates: Friday, November 3, 10:00am-10:00pm; Saturday, November 4, 8:00am-6:00pm.
Show Move Out: Saturday, November 4, 6:00pm-11:00pm, Sunday, November 5, 8:00am-12:00pm.

Exhibit Installation and Removal: All exhibits must be completely installed and all packing cases must be off the floor by 5:00pm on the last day of exhibit installation. No work will be allowed after the exhibits open until the close of the show each day. Dismantling of exhibit booths prior to the end of the show is strictly prohibited. All exhibits must be completely removed by the end of the official move-out time. No exhibitor may dismantle, or in any manner alter, a display subsequent to the inspection until the exhibit closing on the final day. RedBall may evict and/or deny an exhibitor the opportunity to participate in future RedBall-produced events for failing to comply with this provision.

6. **Default.** Any exhibitor failing to occupy booth space for which the exhibitor has contracted will be held liable for such space at the full rental price. In the event the exhibit space is not occupied by 5:00pm on the final day of exhibit installation, RedBall shall have the right to use such space as it sees fit.

7. **Cancellations.** Exhibit space that has been assigned and confirmed in writing may be canceled, in total and/or in part, by written notice to RedBall without cost to the exhibitor if received at least 30 days prior to the Event date. Cancellations received less than 30 days but more than 14 days prior to the Event date will be assessed a liquidated damages/cancellation fee equal to 50% of the value of the total exhibit fees for the portion of the space canceled, in total and/or in part. Cancellations received less than 14 days prior to the event date will be assessed a liquidated damages/cancellation fee equal to 100% of the value of the total exhibit fees for the portion of the space canceled, in total and/or in part. If any exhibit is canceled by RedBall without cause, all payments for such exhibit space will be refunded in full.

If for any cause beyond the control of RedBall such as, but not limited to, the destruction of the exhibit facilities by and act of God, the public enemy, authority of the law, fire, or other force majeure- RedBall is unable to comply with the terms of this contract and deliver the space allotted hereunder, this contract shall be considered terminated and any payments made hereunder by the exhibitor shall be refunded to the exhibitor, less expenses incurred by RedBall to the date of the termination allocable to the exhibitor after proration thereof among all exhibitors.

8. **Booth Furnishings, Equipment, and Service.** A uniformly styled exhibit booth will be furnished with an eight (8) feet high drape back wall and two three (3) foot high drape side rails. One 7" x 44" identification sign will be provided for each contracted exhibit area. Exhibit displays must not project so as to obstruct the view of the adjacent booths. In the rear four (4) feet of all booths, display material or equipment can be placed to a height not exceeding eight (8) feet, without the consent of RedBall. In the remainder of the booth, all display material or equipment shall not exceed 42" in height. Exhibitor is required to carpet booth.

9. **Additional Exhibitor Services.** All other services are available to exhibitors at normal charges through RedBall. An Exhibitor Manual is available to all exhibitors with complete details for rental displays, additional decorating, furniture, carpeting, signs, telephone, audiovisual service, drayage, labor, and shipping.

10. **Contractor and Labor Coordination.** RedBall will have control of all inbound and outbound freight to prevent congestion in the loading and unloading area, in the aisles, and in any freight traffic area. RedBall will have complete control of all labor hired and scheduling and coordination of labor for the purpose of the orderly setup, management, and dismantling. If an outside labor contractor is used, the following steps must be taken:

A. RedBall must be notified, and proof of adequate liability insurance must be given, in an amount no less than the \$1,000,000 combined single limit for personal and property damage, at least 30 days prior to show setup. The booth number, name of the exhibitor, and identification of the outside contractor must be included.

B. Check-in by all labor will be required at the service desk prior to the start of setup to receive ID badge. No setup will be permitted without the authorizations of RedBall.

C. All outside contractor personnel shall confine their activities to the booth in which they are working and will not be permitted to solicit on the floor or elsewhere in the exhibit hall.

11. **Exhibitor Registration and Admission.** Official exhibitor badges will be provided for exhibitor personnel staffing booths. Exhibitor personnel shall be restricted to the employees and agents of the exhibitor. All other persons shall be required to register and wear an appropriate badge while in attendance. Exhibitors may enter the exhibit hall one (1) hour prior to opening time and remain one (1) hour after closing time on show days, or as determined by RedBall. During other hours, the exhibit area will be available to personnel of exhibiting firms with the express permission of RedBall. The person to whom special permission is granted must remain in his/ her exhibit area for the purpose for which special permission to enter the exhibit hall was given. Exhibitor personnel shall not enter exhibits of other organizations, during non-exhibit hours, without written permission.

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from said exhibitor.

Exhibitors receive two (2) event registrations (not including entertainment) for each 10' x 10' booth (100 square feet). Additional registrations must be purchased at the rate of \$10.00.

12. Special Visual and Sound Effects. Audiovisual and other sound and attention-getting devices and effects will be permitted only in those locations and in such intensity as in the sole opinion of RedBall does not interfere with the activities of neighboring exhibitors. Operation of equipment being demonstrated may not create noise levels objectionable to neighboring exhibitors.

13. Insuring Exhibits. Exhibitors are encouraged to insure their exhibits, merchandise, and display materials against theft, fire, etc., at their own expense. It is suggested by RedBall that the exhibitor contact the exhibitor's insurance broker and obtain all-risk insurance covering exhibit property while absent from home premises for exhibit purposes, or a rider to the exhibitor's existing policy covering same.

Neither the exhibit facility, RedBall, or The Schmieding Center for Senior Health and Education will be responsible for loss or damage to any property in storage, in transit to or from the exhibit building, or while in the exhibit building for any loss of income as a result of any reduced sales due to such loss or damage. All property of the exhibitor will be deemed to remain under the exhibitor's custody and control in storage, in transit to or from, or within the confines of the exhibit hall, even though it may at times be under the temporary control or direction of RedBall or SCSHE.

14. Liability for Damages or Loss of Property. Guard service is provided by RedBall on a 24-hour basis from move-in through move-out. Notwithstanding the guard service provided by RedBall for purposes of general security in the exposition premises, the exhibitor shall protect, indemnify, and hold harmless RedBall, the exhibiting facility, and SCSHE from any and all liability, loss, damage, or expense by reason of any injury or injuries sustained by any persons or property or loss of property or income that might be derived therefrom occurring in or about the exposition premises or entrances thereto or exits therefrom, including that caused by or resulting from the negligence of RedBall. The exhibiting facility shall not be responsible or liable for any injury, loss, or damage to any property or person brought in by the exhibitor or otherwise located in the exposition premises.

15. Shipping Instructions. Information on shipping methods and rates will be sent to each exhibitor by RedBall. The exhibitor will ship, at his own risk and expense, all articles to be exhibited. RedBall will provide storage for incoming freight. All charges are based on inbound weights. All shipments must be prepaid. The address on all crated shipments shall include the exhibitor's name and booth number(s).

Exhibit material cannot be received at the convention center prior to the show setup date. Such freight will be directed to and stored at RedBall's designated freight handling and storage firm at the exhibitor's expense.

The exhibitor expressly agrees that any exhibit material remaining in the exhibit hall after the contracted move-out time has terminated or any damaged exhibits left behind may be removed and disposed of at the expense of the exhibitor and without liability to RedBall.

16. Smoking and Fire Regulations. No smoking is permitted inside the convention center. No exhibitor shall use any flammable decorations or coverings, and all fabrics or other materials used shall be flameproof.

17. Compliance with Laws and Event Rules. Exhibitor at its own expense shall observe and comply with all laws, statutes, ordinances, rules, and regulations of the Government of the United States, and the State of Arkansas, Benton County, City of Rogers, John Q. Hammons Convention Center, and the Event rules herein. Failure to comply with applicable laws and Event rules may result in RedBall evicting the exhibitor and/or denying the exhibitor the opportunity to participate in future SCSHE-sponsored or RedBall-produced events

18. Exhibit Space Floor Plan. Every effort will be made to maintain the general configuration of the floor plan for Silver Summit. However, RedBall reserves the right to modify the plan, if necessary, as determined solely by RedBall.

19. Amendments and Interpretation of Rules and Regulations. All of the above rules and regulations are to be construed as part of all space applications. RedBall shall have full power in the interpretation and enforcement of all rules and the power to make amendments thereto they consider necessary or make final decisions on points these rules do not cover for the proper conduct of the Event and its exhibits.

