



2018 Exhibitor Terms and Conditions

Load-in:

Tuesday, November 13, 2018

Check-in 9:00a.m. – 5:00 p.m. (No Late Check-in!)

With set up continuing until 6:00pm when building is cleared.

***ALL EXHIBITORS MUST CHECK IN AND RECEIVE CREDENTIALS PRIOR TO UNLOADING. CHECK IN WILL BE LOCATED OUTSIDE OF LOADING DOCK D OFF MONTANA ST.**

Wednesday, November 14, 2018

Check-in 9:00 a.m. – 5:00 p.m.

With set up continuing and SHOW READY to clear building at 5pm SHARP!

***ALL EXHIBITORS MUST CHECK IN AND RECEIVE CREDENTIALS PRIOR TO UNLOADING. CHECK IN WILL BE LOCATED OUTSIDE OF LOADING DOCK D OFF MONTANA ST.**

Absolutely NO LOAD-IN Thursday, November 15th due to Media Day—
No exceptions. No refunds will be given due to missed load-in hours.

Exhibitor vehicle access anywhere near the load-in door will be extremely time limited. No vehicles (other than display vehicles which will remain throughout the show) will be allowed inside the venue even momentarily. No hand carts or dollies will be available for rent/borrow/or purchase so please come prepared. Each Exhibitor will have only 15 minutes to park near the load-in door with your vehicle, so plan accordingly. Security will be monitoring this process closely.

All exhibits must be entirely clean and totally **SHOW READY** by 5:00 pm. when the hall will be cleared, and no more set-up is allowed.

Doors open to exhibitors Thursday November 15th an hour prior to public being admitted. All exhibitors must be staffed 30 minutes prior to public hour each day. Un-staffed/empty exhibits will be excluded from this and future shows!

Load-out:

Sunday, November 18, 2018: Begins immediately following the close of public show at 7:00 PM NOT BEFORE! Deadline for removal of all vehicles, exhibits, and property is 11:59 p.m. Sunday, November 18th —no exceptions. Property remaining after 11:59 p.m. will be deemed refuse and will be forfeited by Exhibitor, no exceptions. No one is authorized to extend this deadline regardless of their position with show affiliated companies.

Public Show

Days and Hours:

Thursday, November 15	2:00 p.m. – 8:00 p.m.
Friday, November 16	2:00 p.m. – 10:00 p.m.
Saturday, November 17	10:00 a.m. – 10:00 p.m.
Sunday, November 18	11:00 a.m. – 7:00 p.m.

Location: Henry B. Gonzalez Convention Center
900 East Market St., San Antonio, TX 78205

Included Services: Carpet, Pipe and drape as needed and with show approval

Show Credentials: To receive credentials on show days, (Thursday-Sunday) exhibit staff must check in at the show office at the top of escalators- which is in the main lobby area.

Additional Services

For Purchase: To order electrical and for a list of all services available for purchase, see **Exhibitor Kit** at www.SAAutoShow.com/Marketplace/ExhibitorKit

DEFINITIONS

San Antonio Automobile Dealers Association, DBA the San Antonio Auto and Truck Show (hereinafter referred to as “Licensor”) is the owner and producer of the San Antonio Auto and Truck Show to be held at the Henry B. Gonzalez Convention Center (hereinafter referred to as “Venue”) on the dates and times listed above (hereinafter referred to as “Show”). Exhibitor desires to use a portion of the exhibit halls at Show (hereinafter referred to as “Exhibit Space”) to exhibit its products/services/vehicles (hereinafter referred to as “Products and Services”). The 2018 Exhibitor Agreement and these Exhibitor Terms and Conditions are (hereinafter referred to as the “Exhibitor Agreement”) and constitute the Exhibitor Agreement between Licensor and Exhibitor. Therefore, in consideration of the terms, conditions and covenants set forth herein, the parties agree to the terms and conditions listed below. This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement shall be binding upon and shall inure to the benefit of the parties to it and their respective heirs, legal representatives, successors and permitted assigns.

1. AGREEMENT.

A. SAN ANTONIO AUTO AND TRUCK SHOW PRODUCTION AND MANAGEMENT: Licensor owns and produces Show to promote the interests of its members by showcasing to the general public the latest model vehicles of the franchises represented as well as automotive aftermarket products and services and other products and services it deems of interest to attendees. Licensor reserves the right to employ broad discretion in the production and management of Show, respecting the agreements set forth herein and the Exhibitor Terms and Conditions hereto attached. Licensor hereby offers Exhibitor the opportunity to participate in Show subject to the following terms and conditions outlined herein.

- i. Location, Dates and Times. Load-in, load-out, and public hours as listed above.
- ii. Exhibit Space. Exhibit Space allocated for Show is hereby offered to Exhibitor with size and accompanying fees as specified in the Exhibitor Agreement. Licensor, in its sole discretion, will configure the area purchased by Exhibitor (“Exhibit Space”) to best serve the overall purposes of Show. Licensor reserves the right to rearrange exhibitors or adjust the floor plan to accommodate the best interest of Show. Changes may occur at any time to accommodate show needs.
- iii. Agreement Terms and Conditions. Licensor’s Exhibitor Agreement and Exhibitor Terms and Conditions are hereto included. These Exhibitor Terms and Conditions, are incorporated herein by reference, as if fully set forth herein in their entirety, and are expressly made a part of Exhibitor Agreement.

B. EXHIBITOR’S COMMITMENT: Exhibitor hereby shall promptly submit the following to Licensor: Exhibitor Agreement (fully completed and signed), payment of all amounts due LICENSOR for Show as set forth on in Exhibitor Agreement, Certificate of Insurance in compliance with paragraph 6(B) below, and if required by

paragraph 5(C) below a Sales Tax Permit. All paperwork and payment delineated above shall be submitted to Licensor no later than 30 (thirty) days prior to Show. **Exhibitor will not be allowed to be placed onto the floor plan or to load into Show until all documents above are submitted and approved and balance is paid in full to Licensor.** Following the first hour of the first day of Show, Exhibitor agrees Exhibitor shall make no request for refund to any institution or organization by any means. Exhibitor notification of intent to request refund or charge back of full or any portion of payment to Licensor, whether through a credit card, banking institution, or by any other means, shall result in immediate dismissal from Show with no refund of any kind.

C. **Default:** Exhibitor's failure to timely remit the payment or obtain the corresponding Certificates of Insurance will subject the Exhibitor Agreement to cancellation and forfeiture of all funds tendered and shall not release Exhibitor of its financial responsibility under Exhibitor Agreement.

2. **GOVERNING LAW.** Any and all matters in dispute between the parties of Exhibitor Agreement, whether arising from or relating to Exhibitor Agreement itself, or arising from alleged extra-contractual facts prior to, during, or subsequent to the execution of Exhibitor Agreement, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of Exhibitor Agreement, shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, regardless of the legal theory upon which such matter is asserted. Exhibitor Agreement is entered into within the city of San Antonio, in the County of Bexar, and in the state of Texas and is enforceable as to all matters within those jurisdictions.

3. **ENTIRE AGREEMENT; SEVERABILITY.** Exhibitor Agreement, and any and all addendums and exhibits, including these Exhibitor Terms and Conditions, and amendments thereof, constitute the entire agreement of the parties, and supersedes all previous understandings, prior courses of dealing and agreements between the parties, whether oral or written. The parties acknowledge and represent, by their execution hereof, that they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set forth in this Exhibitor Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of Exhibitor Agreement. If any term of Exhibitor Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then Exhibitor Agreement, including all of the remaining terms will remain in full force and effect as if such invalid or unenforceable term had never been included.

4. **CONDUCT OF THE SHOW.** Exhibitor shall show only Products and Services which it sells in its' normal course of business unless prior special arrangement is made in writing with Licensor. Exhibitor shall show all Products and Services described in Exhibitor Agreement and if Exhibitor fails to do so, Licensor may allocate Exhibitor's Exhibit Space to another exhibitor. Only company products/services sold/exhibited as listed by Exhibitor on Exhibitor Agreement and approved by Licensor are allowed to be displayed and/or sold at Show. Comparisons of products or services that identify, in any way and by any means, a specific company other than Exhibitor are prohibited. Distribution or display of materials showing product or services, written materials or other content from a company other than Exhibitor is also prohibited.

A. **EXHIBIT PERSONNEL:** At all times during Show hours, Exhibitor shall, at its sole expense, provide personnel to supervise the Exhibit Space.

- i. Exhibits MUST be staffed and ready 30 minutes prior to Show's opening each day and must remain occupied until the close of the Show each day and until Venue is fully cleared of attendees by security.
- ii. All persons representing Exhibitors must be properly and professionally attired at all times. Departures from professional attire must be approved in writing by LICENSOR prior to Show.
- iii. Food and drink other than water may not be consumed or visible in Exhibit Space.
- iv. Consumption of alcoholic beverages by Exhibitor or Exhibitor's representatives or personnel during show hours on show property and smoking or the use of smoking alternatives such as chewing tobacco or electronic cigarettes are prohibited by Exhibitors, Exhibitor representatives, or within Exhibit Space.

- v. LICENSOR maintains broad discretion to enforce these provisions. Show management may ask persons in violation of these provisions to leave Show and will notify Exhibitor of such actions.
- vi. No person under the age of 18 years old shall be permitted inside Venue during load-in, load-out, or during any hours outside public show hours as listed above.
- vii. All accidents, incidents, and injuries involving or occurring in Exhibitor's Exhibit Space, or as it relates to any person inside the Exhibitor's Exhibit Space or adjacent aisles must be reported as soon as possible to Licensor in show office,

B. EXHIBIT SPACE:

- i. If Exhibitor has checked-in and dropped off exhibit materials and/or display components but has not begun to build and/or set up their exhibit by two hours prior to the end of load-in, Licensor and/or Licensor's representative shall erect the exhibit and Exhibitor will be billed for and agrees to pay for all charges incurred. Neither Licensor nor Licensor's representative shall be liable for damages that may occur during this installation and/or set up. All charges incurred by Exhibitor due to late check-in/set-up must be paid in full prior to participation in Show.
- ii. Exhibitors shall maintain Exhibit Space in neat, clean, and safe condition at all times. Exhibitor shall, at its sole expense, restore the Exhibit Space and shall leave it in its same condition as it was before the Show.
- iii. Exhibitors shall not post, nail or otherwise attach any item to columns, walls, floors or furniture in Venue without prior written approval of Licensor and Venue.
- iv. Columns or poles located within Exhibit Space, are the responsibility of Exhibitor. Columns may be covered or decorated, provided prior written approval is obtained and the work conforms to Venue and fire marshal/fire department policies. Columns containing firefighting apparatus may not be covered and must remain fully accessible at all times. Displays, vehicles, and signs may not be placed in such a way as to obstruct firefighting apparatus.
- v. Exhibitors shall be liable for any and all damages to Venue, any property other than Exhibitor's own property, and/or to another exhibitor's or another company's space or property.
- vi. Any space not claimed at the check-in table and occupied by Exhibitor before 12:30p.m. on the last day of load-in, may be resold or reassigned by Licensor, without obligation on the part of Licensor for any refund to the Exhibitor whatsoever.

C. DISPLAYS AND EXHIBITS:

- i. All displays and exhibits shall reflect a high standard of quality.
- ii. Exhibitor may not offer, sell, advertise, or display knock-off or counterfeit products. Licensor reserves the right to prohibit any exhibitor from participating in Show if said Exhibitor offers, sells, advertises, or displays counterfeit or knock-off products or any product Licensor deems to be illegally or deceptively marketed. Licensor reserves the right to immediately confiscate any property it deems to be counterfeit or knock-off items and reject Exhibitor from Show without any refund whatsoever.
- iii. All exhibits, exhibit staff/personnel must be contained within Exhibit Space and may not extend beyond such space, nor infringe upon the space of another exhibitor nor block aisles so as to, in any way, impede public use of the aisles INCLUDING stopping people in the aisle. Neither Exhibitor nor Exhibitor's representatives may leave Exhibit Space in order to engage attendees in any way but rather may only engage attendees within his own Exhibit Space. Also, neither Exhibitor nor Exhibitor's representatives may engage an attendee who is within another exhibitor's space or in any way interrupt or otherwise distract an attendee while they are in another exhibitor's space. Doing so may result in immediate involuntary withdrawal from the Show without refund.
- iv. Exhibitor shall not impede the flow of attendees by the use of barricades or ropes. Entire Exhibit Space may be roped off only with prior written approval of Licensor. The costs of barricades rests solely with Exhibitor.

- v. Any and all special promotional extensions or media conversion, including those involving projected images and/or speakers and sound presentations, must be approved in writing by Licensor prior to Show. Licensor and/or Licensor's representatives, reserve the right to regulate and restrict exhibits to a reasonable noise level.
- D. APPROVAL OF SUBSTITUTE FLOOR COVERINGS:** No floor coverings may be sealed to the floor in such a manner as to damage or deface the floor or be so installed as to be a hazard to public safety or as to endanger the public. Each Exhibitor is responsible for the final condition of the floor in its Exhibit Space. Exhibitor supplied floor coverings may be used only with the prior written approval of Licensor.
- E. MOVING MECHANISMS/LUBRICATION SYSTEMS/LIGHTING:** No Exhibitor may show any mechanism in operation if it is noisy or objectionable to Licensor. All moving mechanisms must be adequately protected by the Exhibitor to prevent injury to any person. Lubrication systems and parts must be drained or treated so that lubrication will not drip onto the floor or otherwise damage the building or carpet. Use of strobe or blinking lights is strictly forbidden.
- F. HEIGHT AND ARRANGEMENTS OF EXHIBITS:**
- i. The maximum height of non-OEM (non-automotive manufacturers) exhibits is 8 feet for exhibit spaces less than 400 square feet and 18 feet for those exhibit spaces 400 square feet and greater. All exhibits must be capable of standing by themselves. Supporting wires from the ceiling are not permitted.
 - ii. Identification signs and display properties must be placed at least 3 feet from neighboring exhibits and at least 18 inches from any aisle. Licensor may require additional clearances for any display property that Licensor believes to be an excessive obstruction. It is the responsibility of each Exhibitor to obtain approval from Licensor for any deviation or interpretation of these rules prior to installation.
- G. PERFORMANCE OF MUSIC PROTECTED BY COPYRIGHT OR LICENSING AGREEMENTS:** Exhibitor will not produce, perform, or broadcast any music protected by copyright or license agreements without obtaining rights from music licensing organizations. Exhibitor agrees to indemnify Licensor, The Sponsor Bureau and all contracted companies for all expenses, including without limitation, penalties, fines, judgments or awards and attorney fees incurred by Licensor, The Sponsor Bureau, and all contracted companies as well as Show, Venue or any other business associated with Show as a result of Exhibitor breach of this provision.
- H. FAMILY FRIENDLY CONTENT WITH REGARD TO DISPLAYS, AND DISPLAY ITEMS AND MUSIC:** Licensor reserves the right to exclude or require removal of, or to physically remove, Exhibitor or portion thereof which at its discretion Show Management or Licensor's representative deems is not suitable for Show, including without limitation, persons, things, conduct, printed matter, souvenirs, catalogs and all things which Licensor or Licensor's representatives determine may adversely affect the character or reputation of Show and Exhibitor waives any claims against Licensor therefore. Additionally, Exhibitor may not offer games of chance or gambling of any kind which require a monetary exchange between Exhibitor and others. Games of chance for entertainment purposes in which prizes are won, but in which no monetary exchange takes place, are permitted.
- I. EXCLUSIVE PROVIDERS:**
- i. Exhibitors must honor Show exclusive provider contracts. Exclusive providers are identified at www.SAAutoShow.com/Marketplace/ExhibitorKit -- Audio/visual, electrical, plants/floral, security, and telephone/internet services are available at this site under Contractor List. Order forms and payments for these additional services are to be sent directly to the provider.
 - ii. EXHIBITOR APPOINTED CONTRACTOR (EAC) APPROVAL: An EAC is any contractor not listed in the Exhibitor's Kit as an official Show designated contractor. An EAC may be used, provided Licensor gives written authorization of the following prior to thirty (30) days in advance of first day of load-in of Show:
1) Notification of Exhibitor's intent to use the EAC; 2) Proof of the EAC's insurance coverage outlined in

section 17 Insurance. Exhibitor using the services of an EAC is responsible for ensuring that the EAC conforms to the rules and regulations included in the Exhibitor's Kit and Rules and Regulations as outlined in this Agreement.

- J. FOOD AND BEVERAGE:** Venue has an exclusive concessionaire with license to sell and handle food and beverage at Venue. Exhibitors are not allowed to sell or offer complimentary food or beverage items to attendees unless pre-approved in writing by Licensor and approved by Venue. Drinking fountains and water coolers, other than those permanently installed in the Venue, are not permitted.
- K. SECURITY:**
- i. Licensor assumes no responsibility for loss or damage to displays, vehicles or property. Licensor may provide guards for general security of Show. Should Exhibitor have a security concern, the Exhibitor may order security personnel to patrol their area, either during Show hours or on a 24-hour basis. Any/all security personnel must be ordered from Licensor's designated security company at Exhibitor's sole expense.
 - ii. Licensor and Licensor's representatives are not responsible for Exhibitor's property throughout all days and times of load-in and load-out. Licensor strongly recommends Exhibitor provide Exhibitor representatives to monitor property throughout load-in and load-out. Licensor, Licensor's representatives, and Licensor's contracted companies assume no responsibility for property left unattended. Exhibitor or Exhibitor's representative should remain with any property to be shipped until secured and accepted by freight carrier.
- L. ADVERTISING:** Any and all advertising by Exhibitors in connection with their participation in Show must be true and correct in all respects. Exhibitors shall make no deceptive or misleading claims or representations. Exhibitors must have prior written approval from Licensor for the use of the official Show logo.
- M. SIGNS:** All Signs and banners which Exhibitor desires to suspend in Venue must be provided by Exhibitor at Exhibitor's sole expense and approved in writing by Licensor before the Show. For the safety of the general public, Exhibitor must utilize Show exclusive providers to hang any signs or banners to be suspended in venue and cost to hang signs and banners will be at the sole expense of the Exhibitor.
- N. VEHICLE PRESENTATIONS AND MOVE-OUT:**
- i. Vehicles must be displayed in the same manner during the entire public run of Show. Vehicles must be brought in and placed into permanent display location within Exhibit Space only during Load-in Hours listed above and may not be covered-up from public view except with written approval of Licensor or Licensor's representative. Until the Show is officially closed and all attendees have left Venue, Exhibitors shall not remove from Venue any part of their Exhibit and/or display, including, but not limited to, vehicles.
 - ii. At least one ignition key for each display vehicle MUST be submitted to Licensor as soon as car is in place within the Exhibit Space. Keys will be returned at the beginning of load-out. No engine shall be started and no vehicle shall be moved between placement in Exhibit Space and the commencement of load-out.
 - iii. While vehicles may not be sold at Event, all vehicles which are for sale following Event, must have price lists that show the manufacturer's suggested list price of the vehicle, including any optional equipment contained on the vehicle so displayed. This price information may either be the "Monroney" sticker or one of the exhibitor's own design, but must contain the same information as the "Monroney" sticker and must be neatly printed and displayed in a professional manner. No handwritten stickers shall be allowed. Vehicles which are not for sale but are only displayed to demonstrate Products and Services, are not required to have a sticker.

5. LAWS AND ORDINANCES.

- A. GENERAL COMPLIANCE:** Each Exhibitor is responsible to understand and comply with all applicable local, state, and federal laws and ordinances governing its participation in Show. All installation, equipment, and material used in connection with Exhibit shall comply with all applicable requirements of local, state, and federal laws, rules, and regulations.
- B. FIRE REGULATIONS: Exhibitor agrees to follow all fire regulations as mandated by Fire Marshal**
- i. All display materials must be flame retardant.
 - ii. All electrical must be handled by exclusive provider. No exceptions. Electrical signs and equipment must be wired to meet specifications of local Fire Underwriters Inspections Bureau and IEEE.
 - iii. **All vehicles shall be inspected and approved by fire inspector prior to entering Venue. Vehicles must have less than ¼ (ONE QUARTER) tank of gas. Upon approval for entry into Venue, ALL gas caps must be locked or taped to prevent opening. Once vehicles are in place, all batteries must be disconnected and leads taped. Inverters are allowed provided they meet approval of exclusive electrical contractor. See note regarding vehicle keys in Section 4(M) above.**
- C. SALES TAX:** If Exhibitor will be performing monetary transactions during Show, including but not limited to cash, check, debit card, credit card, PayPal, or any other exchange of funds for products or services, **EXHIBITOR shall possess a current and valid sales tax permit number prior to the start of Show and provide LICENSOR with a copy of such permit.** The sales tax rate is subject to change and it is the sole responsibility of EXHIBITOR to be aware of and comply with the State Comptroller's Office (1-800-252-5555 or www.cpa.state.tx.us/taxinfo/sales). Exhibitor is solely responsible for collecting and remitting all sales tax due to all taxing authorities.
- D. HELIUM:** Helium is prohibited in Venue. Air-filled inflatables are permitted.
- E. DISTRIBUTION OF DECALS/STICKERS:** Decals and/or stickers may not be offered to attendees free of charge. Exhibitor may sell or include them with purchase of another item. Exhibitor is responsible for cost of removal of stickers or decals and damages, if any, and determined by Show or Venue to have been distributed by Exhibitor.

6. INDEMNIFICATION AND INSURANCE.

- A. INDEMNIFICATION:** Exhibitor shall indemnify, defend, protect and hold harmless LICENSOR, its members, officers, representative, employees, Show and its official sponsors and co-sponsors and The Sponsor Bureau, its members, officers, representative, employees, and its official sponsors and co-sponsors from and against any and all claims, demands and liabilities for injuries to and/or deaths of persons arising directly or indirectly from Exhibitor's activities, exhibits or the use of Venue, by or on behalf of Exhibitor, its principals, constituents, suppliers, contractors, subcontractors, manufacturers and/or employees. This indemnification provision shall survive all other obligations and termination of the Exhibitor Agreement and these Exhibitor Terms and Conditions.
- B. INSURANCE:** Exhibitor must provide to Licensor an original certificate of liability insurance (COI) with limits not less than \$1,000,000 (one million dollars) on a per occurrence basis with an aggregate of \$2,000,000 (two million dollars) of bodily injury, death and property damage naming the San Antonio Automobile Dealers Association and The San Antonio Auto and Truck Show, and The Sponsor Bureau as additional insureds. In addition to the above required insurance, each Exhibitor must furnish LICENSOR with a proof/copy of its Workers Compensation insurance with statutory limits of \$500,000/\$500,000/\$500,000 covering all employees, contracted companies, sub-contracted companies, contracted labor, in addition to any other person or company connected with the Exhibit Space. This documentation must be received at the LICENSOR office, 16030 Via Shavano, San Antonio, Texas 78249. If the proper documents are not received 14 days in advance of Show, LICENSOR may terminate the Exhibitor Agreement without refund. Neither LICENSOR its members, nor the representatives and employees

thereof, its official service contractors, official sponsors and co-sponsors, nor The Sponsor Bureau, its members, nor the representatives and employees thereof, its official service contractors, official sponsors and co-sponsors, nor the City of San Antonio, nor their representatives or employees, will be held responsible for any injury, loss or damage that may occur to an Exhibitor or an Exhibitor's property, automobiles, its employees or representatives for any cause whatsoever prior to, during, or subsequent to the period covered by this Agreement. All property of an Exhibitor is understood to remain under the Exhibitor's control in transit to, within, and from the confines of Venue. Exhibitors are advised to carry floater insurance to cover property against damage and loss, and public liability insurance against injury to the person and property of others. Each exhibitor shall assume all risk inherent in its participation in the Show and release the aforementioned organizations and individuals, referred to above, from any and all such loss, damage or injury.

If you do not have the above coverage, you can purchase a one-time policy for \$65 by clicking the link below. This fulfills the insurance requirements of the San Antonio Auto & Truck Show.

[https://www.totaleventinsurance.com/app/Customer/ExhibitorAnnual.aspx?eid=E19SvncRKiw\\$](https://www.totaleventinsurance.com/app/Customer/ExhibitorAnnual.aspx?eid=E19SvncRKiw$)

Once coverage has been purchased, please send the confirmation to sswenson@saautodealers.com.

7. TERMINATION.

- A. TERMINATION OF EVENT CLAUSE:** If for any reason Show is not held at the time or place specified in Exhibitor Agreement, then Exhibitor Agreement shall automatically terminate without any further obligation or liability of Licensor except to return to Exhibitor the payment less Exhibitor's share of expenses incurred by Licensor. Licensor reserves the right to terminate Exhibitor Agreement at its sole discretion any time prior to the commencement of the Show without any liability or obligation to Exhibitor except to refund to Exhibitor the payment. Credit Card handling fees are non-refundable.
- B. NO SUBLETTING OR SHARING:** Subletting and/or sharing of Exhibit Space is strictly prohibited and cause for immediate termination without refund. The License granted herein is solely granted to Exhibitor and may not be assigned in whole or in part. Only products and/or services sold in the normal course of Exhibitor's business and specifically listed on the Exhibitor Agreement may be displayed or sold at Event.
- C. AGREEMENT VIOLATIONS:** Any violation of Exhibitor Agreement or Exhibitor Terms and Conditions by Exhibitor or Exhibitor's representative will be cause for Licensor to terminate WITHOUT REFUND Exhibitor's right to use Exhibit Space. Licensor may enter and take possession of the Exhibit Space so occupied and remove all persons and property at the Exhibitor's risk and expense. Licensor shall be indemnified from any liability associated therewith by the indemnification provisions herein contained. **LICENSOR reserves broad discretion in the production and management of Show. Any matter not specifically covered by Exhibitor Agreement or these Exhibitor Terms and Conditions is subject to the sole discretion of LICENSOR.**

8. CONSENT.

EXHIBITOR ACKNOWLEDGES ITS AGREEMENT WITH THESE EXHIBITOR TERMS AND CONDITIONS; HAS BEEN PROVIDED THE OPPORTUNITY TO READ AND REVIEW THE SAME AND CONSENTS ACCORDINGLY BY SIGNING EXHIBITOR AGREEMENT.