

APPLICATION AND CONTRACT AGREEMENT FORM FOR EXHIBIT SPACE

The Company/Division identified below (“Exhibitor”) applies to ASL Nation Expo, Inc. (“Organizer”) for exhibit space (the “Space”) at the “Event” identified above, on the terms and conditions of this “Application” plus the “Terms and Conditions of Participation in Event” on the reverse side (collectively, the “Agreement”).

Name: _____

Business Name: _____

Primary Contact: _____

Address: _____

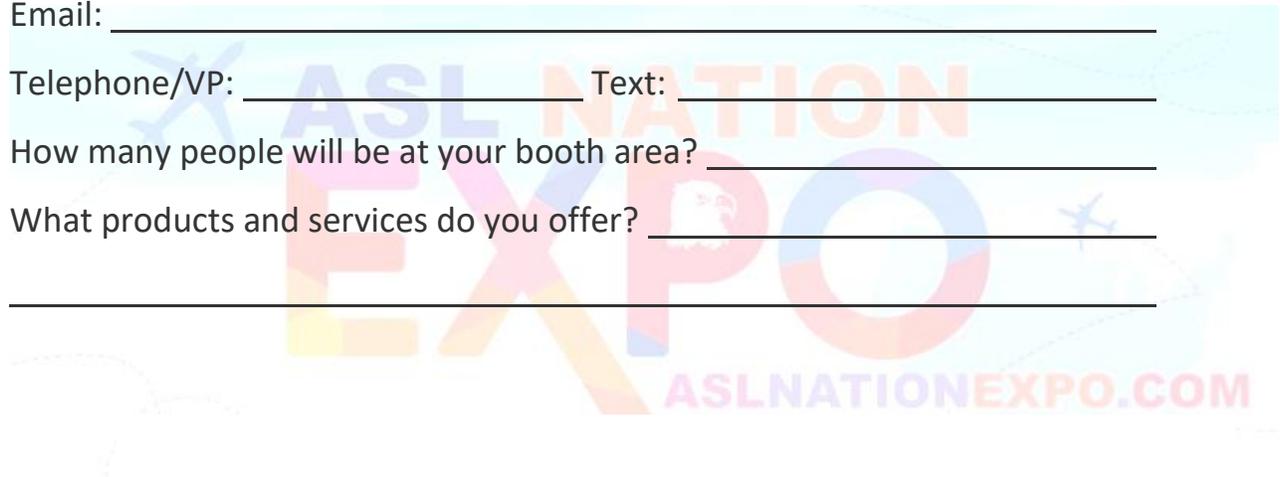
City: _____ State: _____ Zip Code: _____

Email: _____

Telephone/VP: _____ Text: _____

How many people will be at your booth area? _____

What products and services do you offer? _____



TERMS AND CONDITIONS OF PARTICIPATION

1. **ACCEPTANCE BY ORGANIZER.** Exhibitor's participation in the Event is subject to Organizer's approval. No contract is created until Organizer countersigns the Application. Organizer may withdraw its acceptance at any time by refunding the Total Space Fee paid if Organizer determines that Exhibitor or its product is ineligible. Organizer makes no warranties regarding the number of persons who will attend the Event. Event dates, hours, and venue may be modified by information provided to Exhibitor in writing.
2. **ASSIGNMENT AND USE OF SPACE.**
 - a. **Benefits and License Grant.** Organizer will provide exhibit space (the "Space") at the Event for Exhibitor to display its qualified products and services (the "Exhibit"). The Total Space Fee includes use of the Space and any other benefits as specified in the Application or in the Exhibitor Services Manual as amended from time to time (the "Manual"). Exhibitor grants to Organizer the right to use Exhibitor's name and logo in connection with the promotion and production of the Event. Exhibitor may use the Event name before and during the Event solely to promote its participation in the Event.
 - b. **Space Assignment, Use, Installation, Occupancy, and Dismantling.** Organizer will assign the Space. Organizer may reassign the Space or alter Event layout or venue at any time. The Space is for Exhibitor's use only. The space size will be based on tables only. One table can be 6 to 8 feet each. Exhibitor may not share, sell, assign, sublease or charge admission for entry into any portion of the Space (including to an affiliated company) without Organizer's prior written consent. Exhibitor must fully occupy the Space, and must provide displays, equipment, etc., unless Organizer specifies otherwise. Any Exhibits supplied by Exhibitor must be constructed safely using sound engineering practices, and must be installed before, occupied during, and dismantled after the Event in accordance with Organizer's schedule. Exhibitor's activities must be confined within the Space, and must be in support of products or services identified on the Application and directly related to Exhibitor's normal business activities. Organizer may refuse permission to exhibit any products or services Organizer deems objectionable or unsuitable for the Event. At the Event, Exhibitor may not exchange goods or money without Organizer's prior written consent, nor assist any other party in soliciting business without Organizer's prior written consent.
 - c. **Own Risk.** Exhibitor has sole responsibility for any loss of its equipment or proprietary information, or any other loss including any subrogation claims by its insurer. Persons visiting, viewing, or otherwise participating in Exhibitor's Space is deemed the invitees or licensees of Exhibitor and not of Organizer.
 - d. **Third-Party Contractors.** Organizer may require Exhibitor to use designated third-party contractors to provide certain services ("Required Contractors"), and Exhibitor must then use only the Required Contractors for such services. Notwithstanding such designation, Required Contractors and third-party vendors listed in the Manual act solely as independent contractors, and Organizer is not responsible for their performance, acts, or omissions.
 - e. **Other Events and Marketing.** Exhibitor agrees that it may not use any Organizer event to leverage any other event in which Exhibitor is a sponsor or participant, and therefore agrees

that it may not, during the period from two days before until two days after (i) the Event or (ii) any other conference or exposition event produced by Organizer from three months prior until one year following the Event, conduct, promote, endorse, or sponsor any functions, classes, seminars, exhibits, or similar marketing activities within 50 miles of any such event; other than (i) Exhibitor's participation in the Event under this Agreement, or (ii) functions approved in writing by Organizer. During the Event, Exhibitor may not promote its products or organization within 500 yards of any Event locations, except (i) in advertising contained in periodicals or similar regularly published media, or (ii) as permitted by this Agreement or by Organizer in writing.

- f. **Other Event Payments.** Organizer may apply any payments made by Exhibitor under this Agreement to any obligation that is past due under any other event-related agreement between Exhibitor and Organizer, in which case Organizer will notify Exhibitor of such application.

3. COMPLIANCE WITH LAWS AND RULES/INSURANCE

- a. **Laws and Rules.** Exhibitor must comply with all applicable laws, regulations, and ordinances in connection with its participation in the Event, including but not limited to rules of the venue and any relevant labor union, construction of the Exhibit in compliance with the Americans With Disabilities Act or its local equivalent, and the terms, conditions, and rules issued by Organizer from time to time in connection with the Event. Exhibitor's conduct and the use of names and lists captured at the Event or provided by Organizer, are subject to guidelines set forth in the Manual.
- b. **Third Party Proprietary Rights.** Exhibitor will not violate any proprietary rights of third parties in connection with its participation in the Event, including but not limited to the performance, distribution, or posting of copyrighted material without a license, assignment, or other legally effective permission.
- c. **Taxes and Licenses.** Exhibitor is solely responsible for obtaining any licenses and permits, and payment of all taxes (including sales and use taxes), license fees, or other charges applicable to its participation in the Event, including taxes collected by Organizer.
- d. **Insurance.** Exhibitor agrees to obtain its own insurance policy, maintain in effect throughout the Event. Exhibitor agrees to obtain and maintain in effect throughout the Event workers compensation and employers liability insurance in such minimum amounts as are required by law or are otherwise consistent with prudent business practice. Exhibitor agrees to waive the right of subrogation of its insurance carrier against Organizer and the Event Providers to recover loss sustained for real and personal.

4. CANCELLATION OR TERMINATION.

- a. Cancellation.** Organizer may cancel all or any part of the Event for any reason beyond its reasonable control, including but not limited to, natural or public disaster, act of God, acts of terrorism, venue construction, insufficient participation, market fluctuations, government regulation, or similar reasons, in which case Organizer will refund to Exhibitor a 50% of any space fees already paid to Organizer, after which Exhibitor will have no further recourse against Organizer. A change in the name of the Event does not constitute a cancellation by Organizer.
- b. Termination by Exhibitor.** All fees are deemed fully earned and non-refundable when due. Termination by Exhibitor must be in writing and will be effective upon receipt by Organizer, Attn: Deafopia Expo "Event" General Manager. Exhibitor acknowledges the difficulty in determining a precise value for services rendered and expenses incurred by Organizer for the Event, and of ascertaining damages incurred by Organizer if Exhibitor terminates this Agreement or Exhibitor's participation in the Event; the amounts due from Exhibitor under this Agreement as of the effective date of any termination by Exhibitor belong to Organizer and represent an agreed measure of compensation, and are not to be deemed or construed as a forfeiture or penalty.
- c. Termination by Organizer.** Organizer may take possession of the Space and terminate Exhibitor's participation in the Event upon Exhibitor's failure to meet any obligations under the Agreement; including but not limited to Exhibitor's failure to pay for the Space or related services, set up its Exhibit, maintain all exhibited products in good working order, or staff the Space fully, in a timely manner; or violate Organizer's standards of conduct. Any such termination is treated as a termination by Exhibitor under this Agreement.
- d. Organizer Materials.** The Manual and any other methodologies or planning materials distributed to Exhibitor related to the planning or execution of the Event ("Organizer Materials") are owned exclusively by and are confidential information of Organizer. Organizer grants to Exhibitor a nontransferable, nonexclusive license, on an "AS IS" basis, to use such Organizer Materials solely in connection with Exhibitor's participation in the Event. Exhibitor is responsible for obtaining the Manual from Organizer. Upon completion of the Event or earlier termination of this Agreement, Exhibitor promptly must return the Organizer Materials to Organizer upon Organizer's written request. Exhibitor may use but may not sell lists of Event exhibitors or attendees without Organizer's prior written permission.

5. LIMITATION OF LIABILITY; INDEMNITY.

- a.** Under no circumstances is Organizer, its partners, sponsors, co-producers and co-organizers, the venue at which the Event is held, or any of their respective parents, affiliates, shareholders, employees, agents, officers, directors, successors and assigns (the "Event Providers") liable for lost profits or other indirect, incidental, consequential, or exemplary damages for any of their acts or omissions in connection with the Event, whether or not such Event Provider has been apprised of the possibility of such damages or lost profits. In no event will Organizer's liability hereunder, or otherwise in connection with the Event, exceed the amount actually paid to it by Exhibitor for the Space. Organizer is not liable for any errors in any listing or descriptions or for omitting Exhibitor from the Event show guide or other materials.

- b. None of the Event Providers are liable to Exhibitor for any damage, loss, harm, or injury to the person, property, or business of Exhibitor, or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the venue or intermediate staging facilities, insufficient participation, accident, or any other reason in connection with the Event or any planning meetings, demonstrations, or stagings, except to the extent such liability arises directly from the willful misconduct of the Event Provider against whom liability is sought to be assessed.
- c. Exhibitor agrees to defend, indemnify, and hold harmless the Event Providers and those lawfully in the venue from and against any claim, loss, liability, or damage suffered due to (i) Exhibitor's construction or maintenance of an unsafe Exhibit, and/or (ii) the negligence or misconduct of Exhibitor or its agents or Exhibitor's breach of any commitment made hereunder. Exhibitor must maintain proper insurance coverage for its property and liability, and represents and warrants that it has obtained adequate insurance of at least \$1 million to cover its potential liability hereunder.
- d. Exhibitor acknowledges and agrees that the terms and conditions of this Agreement are subject and subordinate to the terms and conditions of Organizer's agreement with the venue at which the Event is held.

6. **RELEASE.** Exhibitor acknowledges that the Event may be recorded and reproduced in any form (including but not limited to digital formats), and hereby authorizes Organizer and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the Event, and agrees to execute any additional release presented by Organizer, its licensees, or permittees, in connection with such activity or to give effect to this provision. Exhibitor agrees that Organizer may, and hereby irrevocably grants to Organizer the right to, use and publish Exhibitor's name as part of any full or partial list or compilation of Event participants. Exhibitor hereby releases Organizer and its designees from and waives all claims it or its employees or agents may possess, now or in the future, in connection with all activities contemplated by this paragraph 7, and specifically waives any statutory restriction on waivers of future claims or moral rights.

7. **MISCELLANEOUS.** When countersigned by Organizer, this Agreement will constitute the entire agreement between Exhibitor and Organizer concerning its subject matter, and may only be modified in a writing signed by the parties. Organizer's rights under this Agreement are not deemed waived except as specifically stated in writing and signed by an authorized representative. If any term of this Agreement is declared invalid or unenforceable, the remainder continues in full force and effect. Organizer may assign this Agreement or its responsibilities to any other party. Any action arising out of this Agreement or the Event must be brought in Frederick, Maryland, and governed by Maryland law, exclusive of the choice of law rules of any jurisdiction, and Exhibitor consents to venue and jurisdiction in Maryland and waives any right to claim such venue or jurisdiction is not convenient. Organizer is entitled to recover reasonable attorneys' fees and costs in any action to enforce this Agreement. Exhibitor may not assign this Agreement to any other party, including a successor in interest in the event of a merger or sale of assets, without the prior written consent of Organizer, in which event Exhibitor must guarantee performance of the assigned obligations. This Agreement is binding upon the permitted heirs, successors, and assigns of Exhibitor.

ACCEPTANCE OF TERMS AND CONDITIONS

All fees are deemed fully earned and non-refundable when due, unless Application is denied. Agreement is not transferable. Cancellation by Exhibitor after this Application is submitted or failure to comply with any payment term will, among other things; result in loss of space and collection of any fees due.

The Exhibitor should result a copy of the "Terms and Conditions of Participation in Event" if none is attached.

I have read and agree to the Agreement, and Exhibitor will pay the Grand Total Fee. I am authorized to execute this Agreement for Exhibitor.

Authorized Signature: _____

Title: _____

Name (printed): _____

Date: _____

