

**THIS CONTRACT GOVERNS YOUR RIGHTS AND DUTIES.
PLEASE READ IT CAREFULLY.**

2020 EXHIBITION CONTRACT

This CONTRACT is made and entered into between THE JOB SHOP COMPANY, Inc. d/b/a D2P Shows (Design-2-Part Shows) and the person or entity identified as the Exhibitor below. This contract shall not be made effective unless and until the Exhibitor has consented to all terms and conditions as identified herein.

WHEREAS, Show Management desires to rent to Exhibitor booth space at various trade shows throughout the Year on the following terms and conditions; and

WHEREAS, the following terms and conditions, applicable to all shows, must be agreed to in order that the Exhibitor be allowed to apply to exhibit in any particular show;

It is hereby understood and agreed that:

1. DEFINITIONS

“Contract” refers to this document, as well as any provisions expressly incorporated.

“Exhibitor” means the person or company identified in the separately executed but fully incorporated acceptance form, its representatives, agents, servants, and employees. It further includes, as applicable, any contractors working for Exhibitor in connection with any particular show.

“Exhibitor Manual” refers to the MyShowOnline.com Exhibitor’s Manual/Customer Service Center, available at www.MyShowOnline.com, effective as of the date on which the Exhibitor submits an application for a show.

“Year” refers to calendar year in which we run specific Spring Shows and Fall Shows.

“Show Management” refers to the trade show producer, *The Job Shop Company, Inc.*

“Venue” shall refer to the facility at which any particular show will be held.

2. SCOPE AND TERM

This Contract and its terms and conditions shall apply to all shows that have been or may be scheduled by Show Management during the current Year. No duties or rights shall arise under this Contract until such time as the Exhibitor has applied for any particular show, and paid the related deposit, whereupon this Contract shall apply in full force to that particular show.

3. EXHIBITOR ELIGIBILITY

Each exhibitor must have manufacturing facilities contained within North America to be eligible to exhibit at the shows. Exhibitors may have offshore facilities, but must also have an actual manufacturing facility within North America, not simply a sales office, to be eligible.

By entering into this Contract, Exhibitor represents that it is in compliance with these terms. Show Management reserves the right to review Exhibitor eligibility. Non-compliance with this term by Exhibitor shall void the Contract and result in forfeiture of the deposit and/or full payment. Furthermore manufacturer’s reps and agencies are allowed to staff a booth(s) during a show, but only their principals (Job Shops or Contract Manufacturers) are allowed to rent the actual exhibit space.

4. RENTAL OF SPACE

This Contract is for the rental of floor space for the erection of exhibition booths by Exhibitor from Show Management at trade show(s) during the Year. Floor space rental does NOT include any electrical/internet supplies, nor connections. Exhibitor assumes exclusive control over the rented space during the set-up, operation, and breakdown of any particular show, to be exercised in conformity and consistent with the terms of this Exhibition Contract. The size of the rented space is approximate and varies by show; details for each particular show of the Year may be further described within the Exhibitor Manual, and are expressly incorporated herein.

5. BOOTH SIZE RESTRICTIONS

Exhibitor is expected to construct and/or assemble an exhibition booth within the rented space. Unless otherwise specified in the Exhibitor’s Manual for any particular show, the following booth size restrictions apply: (A) the height of the rear of the booth must not exceed 10 feet; (B) Booth sides may not extend higher than 4 feet and may not obstruct the view of a neighbor’s display; (C) Pre-built displays can extend no more than 4 feet off the back of the booth; (D) Archway or Island Booths must be a minimum 3 feet off the side rail, except for corner booth locations on the open side. Variations from these terms may only be approved by Show Management and in writing.

6. SPACE ASSIGNMENTS

Show Management shall assign floor space for any particular show subject to Exhibitor having submitted an application, agreed to this Contract, and paid the deposit. Show Management will assign booth space guided by Exhibitor’s Priority, past history of the specific show, service category restrictions and by the availability of booth locations therein. While efforts are made not to rearrange spaces once assigned, no guarantees are provided, and Show Management expressly reserves the right to rearrange the floor plan and/or relocate exhibits as is reasonably required.

7. FLOOR SPACE IS EXCLUSIVE

Exhibitor shall not assign, sublet or share any part of the Exhibitor’s assigned floor space. Notwithstanding, Exhibitor may display or exhibit products manufactured or sold in Exhibitor’s own name as well as products manufactured or sold by another company *under common ownership* with Exhibitor (affiliated companies). Exhibitor shall not exhibit, offer for sale, give as a premium, or furnish literature about any other products or services, except with the express consent of Show Management, which shall not be withheld in situations where such is required for the proper demonstration or operation of Exhibitor’s own product(s). In all events, Exhibitor remains in exclusive control (except as otherwise indicated herein) of the assigned floor space.

8. USE OF COMMON/PUBLIC SPACE

Exhibitor may not perform any commercial activities in any common or public space, including but not limited to demonstrations, promotions, advertising, or distributions (e.g. samples, souvenirs, and advertising materials). Show Management may, in its sole discretion, make available a public space for display of up to 2 parts per Exhibitor (e.g. "OEM Solutions Showcase"). In such event, Exhibitor is solely responsible for removing such parts at the conclusion of the show and indemnifies and holds harmless Show Management for losses or harms resulting from any claims, losses, or damages that are incurred as the result of such parts or the failure to remove them at the conclusion of the show.

9. CONTENT RESTRICTIONS

Exhibitor agrees not to show, display, broadcast, or otherwise publish or disseminate any objectionable materials, sounds, odors, or images, as adjudged by contemporary prevailing social mores. Show Management retains the right but not the duty to restrict and/or evict exhibits that are in its opinion objectionable for any reason, including but not limited to exhibits which include: danger; noise; flashing lights; safety; detractions from the general character of the show; violations of this Contract; food products other than candy. Under no circumstances shall Show Management be responsible for any costs or damages claimed to be incurred due to the violation by Exhibitor of these Content Restrictions.

10. LOSS, THEFT, DAMAGE, INJURY, INSURANCE

Show Management shall not in any event be responsible for any loss, theft, or damage to the property of Exhibitor, except as such may result from the intentionally tortious acts of Show Management. Show Management is not and shall not be liable for damage or injury to persons or property resulting from any cause whatsoever by reason of the preparation, use, carrying-on, or occupancy of any exhibitor's floor space, including but not limited to violations by exhibitors of the terms of this Contract. Show Management is not an insurer and disclaims responsibility for any and all acts of exhibitors.

Exhibitor acknowledges that certain activities at any particular show can be dangerous, especially during set-up and tear-down. Exhibitor assumes all liability for such risk, and hereby agrees to defend, hold harmless, and indemnify Show Management from any claims for such loss, damage, or injury. Exhibitor represents and warrants that it has insurance to protect all exhibit materials against damage, theft, or other loss; and insurance to cover injury to persons and the property of others, including Show Management, due to the errors, omissions, or negligence of Exhibitor.

11. COMPLIANCE WITH LAWS / PROTECTED PROPERTY

Exhibitor assumes all responsibility for compliance with all pertinent laws, ordinances, regulations and codes of local, state and/or federal governing bodies, including but not limited to those addressing concerns of fire, safety, environment, and health. Exhibitor further agrees to comply with all reasonable venue-specific rules and regulations as such may apply to any particular show, as promulgated by Show Management, operators, or owners of the subject venue.

Exhibitor assumes all responsibility and liability for the use of any and all copyrighted, licensed, patented, trademarked, or other protected property, tangible or intangible, including but not limited to music, video or printed materials. Exhibitor is solely responsible for securing any/all required rights to use such protected property, and for the payment of any and all royalties, license fees, or other amounts associated with the use of such materials.

12. CONTRACTOR/UNION LIMITATIONS

Exhibitor may only employ outside labor in connection with installing, maintaining, operating and/or dismantling all or any portion of their exhibits, as long as they abide by all pertinent local rules and regulations. These labor sources, as well as local unions, may, themselves, impose rules and regulations regarding outside labor, and Exhibitor agrees to abide by all such rules and regulations to the extent they apply.

13. LICENSE TO ADVERTISE AND PROMOTE

Exhibitor hereby grants the right but not the duty to Show Management to use Exhibitor's name in any advertising, promotion, or marketing associated with any show for which Exhibitor has applied and paid its deposit. Show Management does not guarantee Exhibitor inclusion in such materials.

14. CHANGES/CANCELLATION

Show Management retains the right to change the location, date, and/or time of any particular show upon reasonable notice to Exhibitor. Show Management shall not be responsible for any claims, damages, or losses to Exhibitor due to any such change. In the event of a Force Majeure event, including but not limited to civil unrest, labor disputes, acts of government, or acts of God*, any particular show may be cancelled in whole or in part. In such event, this Contract, as applicable to that show, shall be null and void and of no effect whatsoever. Exhibitor shall be entitled in Show Management's discretion to (1) a refund of any paid space rental fees less reasonable marketing costs incurred; or (2) a credit of any paid space rental fees less reasonable marketing costs incurred toward a future show or other marketing device. Under no circumstances shall Show Management be responsible for any claimed damages or losses of Exhibitor beyond those specifically enumerated above, including but not limited to lost profits or other expectancies. *Force Majeure events covered under the "Acts of God" description may include weather events such as tornadoes, hurricanes, floods, snowstorms, ice storms, rain storms, earthquakes and other similar extreme weather circumstances. These such events may cause or precipitate localized or wide-ranging power outages, transportation interruptions building/road collapses, fires and the like which, in turn, may make it unsafe, inadvisable, unrealistic or impracticable to hold the Event.

15. INDEMNIFICATION

Notwithstanding anything else contained herein, Exhibitor agrees to indemnify, defend, hold harmless, and save whole Show Management, from and against any and all claims, charges, complaints, liability, losses, demands, actions, damages, expenses, judgments, settlements, and/or costs of any nature whatsoever (including attorneys' fees) that shall result, directly or indirectly, in whole or in part, from any act, omission, negligence, or conduct, at or related to any show, of Exhibitor or Exhibitor's employees, representatives, agents, servants, contractors, subcontractors, patrons, guests, licensees, invitees, or assigns. Without limiting the foregoing, and for purposes of illustration, this provision shall apply to violations of laws or regulations, off-site activities that affect Show Management directly or indirectly, and/or the use of dangerous or hazardous materials. Exhibitor further agrees to name The Job Shop Company and Job Shop Shows as additional insured on a primary non-contributory basis with limits of \$1,000,000 per Occurrence, \$2,000,000 Aggregate for General Liability and \$1,000,000 Umbrella.

Exhibitor covenants, promises, and agrees that if Show Management is made a party to any legal or equitable action commenced by or against Exhibitor and relating to this Contract or to show space assigned to Exhibitor, then Exhibitor shall pay all damages, losses, costs, and expenses, including attorneys' fees and court costs, incurred by or imposed upon Show Management, to the fullest extent permitted by law.

16. GOVERNING LAW, CHOICE OF FORUM, & SEVERABILITY

This contract shall be construed in accordance with and governed by the internal laws of Connecticut, without regard to the laws applied to conflicts of law or choice of law. Show Management and Exhibitor hereby agree that the exclusive forum for any disputes related to this Contract or any show of this Year shall be Connecticut. The invalidity or unenforceability of any of the covenants, paragraphs, phrases, clauses, and/or words of this Contract shall not affect the remaining portions thereof, but instead the Contract shall be construed as if such invalidity had not been contained herein.

17. ENTIRE AGREEMENT / AMENDMENTS

This Contract, as described herein, embodies the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein. This Contract supersedes any and all prior agreements and/or understandings between the parties with respect to its subject matter. Except as otherwise expressly indicated herein, any and all modifications or amendments to this agreement must be in writing and signed by all parties to be of any effect, all other such purported modifications or amendments being mere offers incapable of acceptance.

18. RIGHT TO RE-RENT

Without limiting any other remedies provided herein or by law, in the event of a breach of this Contract by Exhibitor, Show Management shall have the right but not the duty to rent or offer for rent Exhibitor's assigned space, or to use or not use such space in any manner whatsoever.

19. PAYMENT

This Contract shall be of no force or effect until such time as Exhibitor has filled out an application for a particular show and paid the related deposit. Exhibitor shall be separately invoiced a deposit fee, as well as a balance due, upon request, for any of this Year's shows. A current list of shows and prices is available www.boothsales.com.

Deposits must be received within 30 (thirty) days of Show Invoice to guarantee booth location referenced on Invoice. If an exhibitor signs up late (e.g. within 30 days of the Show) then payment in full is due immediately. For all exhibitors, payment in full must be received prior to booth setup. All payments must be made by check, in U.S. currency, to *The Job Shop Company, Inc.* OR by Credit Card. Payments are not refundable under any circumstances. If Exhibitor does not use its assigned space for any reason, Show Management shall have the right but not the duty to resell, release, re-let, reassign, or use the space for any or no purposes, and Show Management shall not be responsible for having included the name of Exhibitor or descriptions of its products in the show program or other related materials.

20. INDEPENDENT SERVICE PROVIDERS

Show Management may offer, from time to time, access to additional service providers through the Exhibitor Manual and/or www.myshowonline.com. These service providers are not guaranteed in any form or fashion by Show Management, and these services are not provided by Show Management, but rather by independent contractors. Such independent services may include: ticket & flyer publication; booth and supplemental booth furnishings; signage; badges; rep board postings; shipping and/or warehousing; telephone and/or internet services; lead retrieval systems; electrical service; labor; promotions; etc. Exhibitor's relationship with any such service provider is excluded from the terms of this Contract, and is between the Exhibitor and the independent service provider, except as otherwise expressly indicated herein.

21. ADDITIONAL TERMS

- (A) Proper business attire is required by all persons staffing any booth;
- (B) No entertainment is permitted in the facility (e.g. clowns, magicians, dancers, balloons, etc.);
- (C) Contests, including collection of business cards for giveaways, is prohibited;
- (D) Any equipment utilized within the rented space must be owned or leased by Exhibitor;
- (E) Any equipment utilized within the rented space must be for demonstration purposes and must not interfere in any way with other exhibitors (e.g. noise, light, odor);
- (F) Projectors are permitted but must not interfere with other exhibitors;
- (G) Booths should be manned during the show's hours;
- (H) Disassembly of booths may not begin until the show officially ends as announced by Show Management;
- (I) Promotional materials may be distributed within your rented space only;
- (J) Each Exhibitor must report to Show Management's show-floor office prior to setting up.

Company Name

Signature

Date