

SAAC Convention & Expo 2019 Exhibitor Rules & Regulations

By Checking the acceptance box and submitting my electronic signature below, I AFFIRM Exhibitor has READ and ACCEPTS and AGREES to abide by the following SAAC Convention & Expo 2019 Rules and Regulation provided above, and I affirm that I am authorized by Exhibitor to bind Exhibitor to the SAAC Convention & Expo 2019 Rules and Regulations.

The person responsible for and authorized to sign this application is:

(Box) Exhibitor Accepts the SAAC Convention and Expo 2019 Rules and Regulations

1) **Defined Terms**

The term “Event” means SAAC Convention & Expo, scheduled to be held on August 14-16, 2019 (the “Event Dates”) at the San Diego Convention Center (the “Exhibit Facility”). As used hereinafter, the term “SAAC” means collectively, Specialty Advertising Association of California. SAAC Convention & Expo is owned, produced and managed by SAAC. The term “Exhibitor” means, collectively, the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by SAAC in the manner stated below.

2) **Purpose**

Exhibit privilege is open to Supplier, Business Service and Multi Line Rep members who are in good standing with SAAC and current in payment of dues and all other charges invoiced by SAAC and have executed the exhibitor’s contract. Qualified non-member companies may exhibit if they are in good standing with SAAC, have executed the nonmember exhibitor’s contract and paid all related nonmember fees.

The primary purpose of the SAAC Convention & Expo is to provide distributors and qualified resellers exposure to suppliers’ promotional products, premiums and business gifts and to provide appropriate educational forums and opportunities.

The secondary purpose of the SAAC shows is to provide distributors (and their qualified designees), other members and resellers exposure to business services, products and equipment that facilitate and enhance the supply chain of suppliers’ products through distributors to end buyers.

Equipment, machinery, parts or materials used in the production or decoration of promotional products, and exhibited for the purposes of distribution, sale or resale, may only be exhibited in a specifically

designated area. Such equipment, machinery, parts or materials are those typically used in the awards and recognition, decorated apparel and digital printing industries.

Any nonmembers who are regional association members or industry subscribers will be eligible to exhibit directly through the association and are not required to exhibit through a non-exhibiting Business Services member. Any nonmember supplier may exhibit at no more than three shows in a time period not to exceed 18 months, after which the firm must apply for membership in SAAC and be accepted in order to exhibit.

Exhibitor agrees to not host business or social functions to which Distributors are invited during official exhibit hours.

SAAC reserves the right to decline any request if it is not in the best interest, determined by SAAC at its sole discretion, of SAAC Convention & Expo.

3) 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 SAAC. Evident of contract acceptance will be a formal confirmation of assigned space and the related financial specifics. The final exhibit space and/or location may be different from the Exhibitor's request.

4) Assumption of Risks; Releases

To the fullest extent permitted by law Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation 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, except for losses, damages or liability proximately caused by SAAC's acts or omissions constituting gross negligence, theft or willful misconduct. 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 SAAC nor Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither SAAC 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.

5) INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOR SAAC CONVENTION & EXPO, EXHIBITOR SHALL INDEMNIFY, DEFEND (WITH LEGAL COUNSEL SATISFACTORY TO PPAI), AND HOLD PPAI AND ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES, REPRESENTATIVES, EMPLOYEES AND ASSIGNS (COLLECTIVELY REFERRED TO AS "SAAC" IN THIS INDEMNIFICATION PARAGRAPH) AND THE EXHIBIT FACILITY(S) HARMLESS FROM ANY CLAIMS, DEMANDS, SUITS, LIABILITIES, DAMAGES, LOSSES, COSTS, REASONABLE ATTORNEYS' FEES AND EXPENSES WHICH RESULT FROM OR ARISE OUT OF: (A) EXHIBITORS' AND/OR EXHIBITOR'S OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS REPRESENTATIVES AND/OR INVITEES' (COLLECTIVELY, WITH EXHIBITOR, THE "EXHIBITOR PARTIES") NEGLIGENCE

OR OTHER WRONGFUL/UNLAWFUL ACT OR OMISSION AT OR IN RELATION TO EXPO EAST, (B) A BREACH BY ANY EXHIBITOR PARTY OF ANY AGREEMENTS, COVENANTS, PROMISES OR OTHER OBLIGATIONS UNDER THIS CONTRACT (C) ANY MATTER FOR WHICH ANY EXHIBITOR PARTY IS OTHERWISE RESPONSIBLE UNDER THE TERMS OF THIS CONTRACT AND/OR APPLICABLE LAW; (D) ANY VIOLATION OR INFRINGEMENT (OR CLAIM OF VIOLATION OR INFRINGEMENT) OF ANY LAW OR ORDINANCE OR THE RIGHTS OF ANY PARTY UNDER ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT; (E) ANY LIBEL, SLANDER, DEFAMATION OR SIMILAR CLAIMS RESULTING FROM THE ACTIONS OF ANY EXHIBITOR PARTIES; (F) HARM OR INJURY (INCLUDING DEATH) TO ANY EXHIBITOR PARTY AND/OR LOSS OF OR DAMAGE TO PROPERTY OR THE BUSINESS OR PROFITS OF ANY EXHIBITOR PARTY, WHETHER CAUSED BY NEGLIGENCE, INTENTIONAL ACT, ACCIDENT, ACT OF GOD, THEFT, MYSTERIOUS DISAPPEARANCE OR OTHERWISE; PROVIDED, HOWEVER, THAT SUCH INDEMNIFICATION, DEFENSE AND HOLD HARMLESS OBLIGATIONS OF EXHIBITOR SHALL NOT APPLY FOR LOSSES OR CLAIMS PROXIMATELY CAUSED BY PPAI'S GROSS NEGLIGENCE, ACTS OF THEFT, OR WILFULL MISCONDUCT.

6) LIMITATION OF LIABILITY

To the fullest extent permitted by law under no circumstance shall SAAC or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, except for acts or omissions constituting gross negligence, theft or willful misconduct, whether or not apprised of the possibility of any such lost profits or damages. In no event shall SAAC's maximum liability under any circumstances exceed the amount actually paid to SAAC by Exhibitor for exhibit space rental pursuant to this contract. SAAC makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event(s) or regarding any other matters.

7) ELIGIBILITY OF EXHIBITOR

SAAC, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in SAAC, as defined in Clause 2: Purpose. SAAC reserves the right to restrict or remove any exhibit or promotional opportunity which SAAC, in its sole discretion, believes it is objectionable or inappropriate at SAAC Convention & Expo.

8) Assignment of Space

For SAAC Convention & Expo, space assignment is determined on a first-come first-serve determined by the date of the fulfillment of the exhibitor's contract and payment of the exhibit fee. Exhibitor will provide booth preferences when submitting the contract. Exhibitor may reserve space only for its own use and may not assign or sublet space to other Exhibitors. Exhibit space shall be assigned by SAAC in its sole discretion for SAAC Convention & Expo and for the Event Dates only. Any such assignment does not imply that similar space will be assigned for future Events. No exhibitor can take more than 50% of the available booths. SAAC reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to, or during the Event if SAAC, in its sole discretion, determines that to do so is in the best interest of the Event.

8.1 Space Assignment for Groups

Exhibitors that are not affiliated by common ownership who want to exhibit in a group will not be assigned until all Exhibitor contracts and payment have been fulfilled. Exhibitors must submit the request in writing to SAAC.

9) Cancellation By Exhibitor

If Exhibitor desires to cancel this agreement, Exhibitor may only do so by giving notice in writing sent to SAAC with evidence of receipt.

For SAAC Convention & Expo, if written notice of cancellation is received after April 1, 2019, all paid exhibit fees and promotional opportunity fees will be forfeited by the exhibitor. If written notice of cancellation is received prior to April 1, 2019 Exhibitor will be liable for 50% of the total exhibit fees and 100% of promotional opportunity fees.

Please note that the marketing of the promotional opportunities ceases on the date of the cancellation. This amount is considered to be liquidated and agreed upon damages, for the injuries PPAI 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 at a time when other parties would be interested in applying for it, will cause SAAC to sustain damages. In this situation, SAAC's damages will be substantial, but they will not be capable to determine with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. For SAAC Convention & Expo, SAAC reserves the right to treat an Exhibitor's downsizing of booth space as cancellation of the space in question. The canceled space is subject to the same cancellation provisions noted above. An Exhibitor may be required to move to a new location if it requests a downsizing of space. A company that cancels, downsizes, or fails to exhibit at SAAC Convention & Expo 2019 is still 100% liable for all outstanding balances of contracted booth space, including upcharges and promotional opportunities, and will not be allowed to exhibit at future SAAC events until the outstanding balances are paid in full.

10) Cancellation by SAAC

For SAAC Convention & Expo, if Exhibitor fails to make a payment required by this contract in a timely manner, SAAC may terminate this contract (and Exhibitor's participation in SAAC Convention & Expo) without further notice and without obligation to refund monies previously paid. SAAC reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to SAAC. SAAC is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. SAAC may also terminate this contract effective immediately upon written notice of termination if Exhibitor breaches any of its obligations under this contract, without any obligation on SAAC's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach.

11) Cancellation of the Event

If SAAC cancels SAAC Convention & Expo due to circumstances beyond the reasonable control of SAAC (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), SAAC shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of SAAC to Exhibitor. SAAC reserves the right to cancel, re-name or re-locate SAAC Convention & Expo or change the dates on which it is held. If SAAC changes the name of SAAC Convention & Expo, re-locates SAAC Convention & Expo to another event facility within the same city, or changes the dates for SAAC Convention & Expo to dates that are not more than 30 days earlier or 30 days later than the dates on which SAAC Convention & Expo originally was scheduled to be held, no refund will be due to Exhibitor, but SAAC shall assign to Exhibitor, in lieu of the original space, such other space as SAAC deems appropriate and Exhibitor agrees to use such space under the terms of this contract. If SAAC elects to cancel SAAC Convention & Expo other than for a reason previously described in this paragraph, SAAC shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of SAAC to Exhibitor.

12) Exhibit Space Occupancy

For SAAC Convention & Expo, the hours and dates for installing, occupying and dismantling exhibits shall be those specified by SAAC. If Exhibitor fails to install its display in its assigned space by 10:00 a.m. PST on Wednesday, August 7, 2019 for SAAC Convention & EXPO, or leaves its space unattended during Exhibit hours, SAAC shall have the right to take possession of the space and no refund will be due to Exhibitor. All exhibits must be open for business during the Event hours. Exhibitor may not dismantle the display until SAAC Convention & Expo is officially closed by SAAC.

13) Listings and Promotional Materials

By exhibiting at SAAC Convention & Expo, Exhibitor grants to SAAC a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product name, of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the SAAC Convention & Expo and to use such names in SAAC promotional materials. SAAC shall not be liable for any errors in any listings or descriptions or for omitting any Exhibitor from the directory or other lists or materials. SAAC may also take photographs and videos with sound of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of SAAC Convention & Expo and use such photographs and videos with sound for any SAAC promotional purpose. Exhibitor consents to such photos/videos and SAAC's use of same.

14) Care of Exhibit Facility

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

15) Taxes and Licenses

Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for

paying all taxes, license fees, use fees, or other fees, charges, levies, or penalties that become due to any governmental authority in connection with its activities at the Event.

16) Insurance

Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below, as well as any additional required event specific insurance.

A) Workers' Compensation and Employer's Liability insurance complying with all federal laws and laws of the state in which the Event is being held;

B) Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable);

C) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators. For SAAC Convention & Expo, Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds SAAC and each of its subsidiaries, and San Diego Convention Center Authority's and all departments, boards or committees established by it or under its control.

Copies of additional insured endorsements, primary coverage endorsements, and, if needed by SAAC in its determination, complete copies of policies, satisfactory to SAAC, shall be promptly furnished to SAAC upon request to ensure compliance with this contract and Event Facility requirements.

Certified copies of the Certificate of Insurance or policies shall provide that they may not be cancelled without 30 days advance notice to SAAC.

17) Copyrighted Materials

Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

18) Observance of Laws

Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

19) Additional Terms and Conditions

For SAAC Convention & Expo, SAAC has sole control over attendance policies. Except as provided to the contrary 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, SAAC 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 SAAC. Exhibitor may not assign this contract or any right hereunder nor may Exhibitor sublet or license all or any portion of its exhibit space.

20) Incorporation of Rules and Regulations

Any and all matters pertaining to SAAC Convention & Expo and not specifically covered by the terms and conditions of this contract shall be subject to determination by SAAC in its sole discretion. SAAC may adopt rules and regulations for SAAC Convention & Expo 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 are an integral part of this contract and are incorporated herein by reference. Exhibitor of SAAC Convention & Expo shall observe and abide by additional regulations made by SAAC as soon as these additional rules or regulations are communicated to Exhibitor. This contract for SAAC Convention & Expo and any additional rules or regulations adopted by SAAC from time to time states the entire agreement of the parties with respect to the subject matter hereof.

Special Notices for SAAC Convention & Expo 2019

Miscellaneous

This contract shall be governed by the laws of the state of California, without regard to conflict of law principles. If any provision in this contract is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way. No part of this contract shall be assignable by Exhibitor without the prior written consent of SAAC. This contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but which taken together shall constitute a single instrument. The parties expressly authorize the use of facsimile, online or email counterparts, as a valid method of execution and delivery. If either party brings an action to enforce any of the terms or provisions of this contract, the prevailing party shall be awarded its reasonable attorney fees, expenses and collections costs incurred in bringing, prosecuting and/or defending such action. The headings of the sections of this contract have been inserted for convenience and reference only and shall not be construed to restrict or modify any of the terms hereof.