

CONTRACT TERMS & CONDITIONS

1. **THIS IS A CONTRACT:** This is an agreement between you and Market Maker Events Partners, LLC, including the Southwest Flooring Market. Please read this agreement thoroughly. By agreeing to this document, you signify that you are making a binding commitment to exhibit and have read, understand and agree to the following terms:
2. **Market Maker Events Partners LLC.** is the owner of the show and is herein referred to as "Owner". The company submitting their application hereof is herein referred to as "Exhibitor". This document, properly executed by Exhibitor, shall upon written acceptance by Owner constitute a valid and binding contract. Exhibitor represents and warrants that all information provided by Exhibitor to Owner is and shall be true and correct.
3. You are signing up for an exhibit space for the April 8-9, 2021 Southwest Flooring Market, AT&T Stadium, Arlington TX.
4. **ASSIGNMENT OF SPACE:** Notification of booth assignment shall be emailed to Exhibitor. After assignment, space location may not be transferred or cancelled by Exhibitor except upon written request and with the written approval of the request by Owner. Space assignments may be revoked by Owner at any time that the minimum payment schedule is not timely met in accordance with the terms hereof (without any refund or obligation to Exhibitor). Owner reserves the right to reassign exhibit space at any time (without any refund or obligation to Exhibitor). Written notice will be provided to Exhibitor if booth location is changed.
5. **PAYMENT REQUIREMENTS AND CANCELLATION POLICIES:** Following acceptance to the show, exhibitor will pay based on the invoice terms, unless different payment terms have been approved by Owner. Make checks payable to Market Maker Events Partners, and mail to Market Maker Events, attn: SWFM2021, PO Box 921291, Norcross, GA 30010. If a check is returned due to insufficient funds, Exhibitor must pay a \$25 fee to Owner for the returned check, and have one week to pay the balance in full via money order or certified funds. If payment is not received within these terms, Owner reserves the right to reassign Exhibitor's booth(s) without any refund or obligation to Exhibitor. Personal or company checks will not be accepted during the one month prior to the first day of the show; only money orders and certified funds will be accepted. Exhibitor understands if balance is not paid by the set deadline, Exhibitor's rights will be canceled without any refund, and show space will be reassigned to another company. If exhibitor requests to pay by credit card, exhibitor is subject to a 3% processing fee if not paying in full.
6. In the event of a cancellation by Exhibitor, Owner is not obligated to make any refund to Exhibitor, Exhibitor remains obligated to pay any unpaid amounts and Owner reserves the right to reassign the cancelled booth(s) without any refunds or obligations to Exhibitor. Exhibit space not claimed by 8 p.m. on the setup day of the show reverts back to Owner to be utilized at the discretion of Owner, without any refunds or obligations to Exhibitor. If the show or any part thereof is prevented from being held, is cancelled by Owner, or the exhibit space applied for herein becomes unavailable because of war, fire, strike, government regulation, public catastrophe, act of God or the public enemy, terroristic act or threat or other cause (provided such is not attributable to Exhibitor), Owner shall determine and refund to the applicant the share (if any) of the aggregate exhibit fee received from Exhibitor which remains after deducting expenses incurred by Owner and reasonable compensation to Owner, but in no case shall the amount of refund to the applicant exceed the amount of the exhibit fee paid to Owner by Exhibitor. Owner shall have no other obligation to Exhibitor.
7. **EXHIBITOR RULES & REGULATIONS:** Exhibitor shall observe and abide by the Exhibitor Rules & Regulations included in this document and incorporated herein by this reference, and with any additional rules or regulations that hereafter may be adopted and announced by Owner (collectively, the "Rules & Regulations"). Owner reserves the right to uncover, move or remove an exhibit for the good and welfare of the show, and without liability or obligation to Exhibitor. Exhibitor shall be responsible for the removal of Exhibitor's entire display, including walls, floors and furniture. **SHOW HOURS:** Booths must remain open during show hours. **ABSOLUTELY NO EARLY MOVE-OUTS WILL BE PERMITTED.**
8. **EXHIBITOR ADMITTANCE DURING NON-SHOW HOURS:** Exhibitors will be permitted into the hall 2 hours before show opening on the first day and one hour before show opening on the last day for final booth prep. Exhibitors will not be permitted to remain in building after closing hour each night. Any exception must have written authorization by show management.
9. **SUBLETTING:** Subletting or licensing of space by Exhibitor, or use of the space by anyone other than Exhibitor without authorization by Owner, is prohibited. Exhibitor shall not exhibit or permit to be exhibited in the space allotted to Exhibitor any merchandise other than that specified by Exhibitor during the application process.
10. **EXHIBIT REQUIREMENTS:** All booth arrangements shall conform in all respects to the dimensional and height requirements as specified by Owner. Exhibitor shall care for and keep in good order the space occupied by Exhibitor and surrender such space at the close of the show in the same condition it was when taken over. Exhibitor, its employees, agents and invitees shall not injure or deface the walls or floors of the building, any booth, the equipment or furnishings in the booths or building within which the show takes place. Exhibitor's booth(s) must be open for business during all show hours and during the duration of the show. If damage should occur, Exhibitor will assume full liability for any such damage caused by Exhibitor or Exhibitor's employees, agents or invitees. Exhibitor takes full responsibility for assigned booth space and for exhibit complying with local, city and state rules and regulations concerning safety, health, or fire. If the space occupied by Exhibitor or the merchandise or articles therein shall be damaged or destroyed by show participants, Exhibitor, Exhibitor's employees, agents, or otherwise, Exhibitor shall and does hereby assume all legal and financial responsibility for any claims and for the restoration of the space to its original condition. Exhibitor must completely vacate the show building promptly following the close of the show each day. Owner is not able to thoroughly police removal of exhibits. Owner will be unable to determine who is authorized to remove articles, merchandise, equipment and displays, so Exhibitor should make certain only Exhibitor's staff performs removal. Owner will provide limited security personnel during the move-in, show, and move-out period.
11. **LIABILITIES:** Neither Owner nor any of its officers, agents, employees or other representatives shall be held accountable or liable for, and the same shall be and are hereby released from, accountability and liability for any damage, loss, harm, or injury to

the person and/or any property of Exhibitor or any of Exhibitor's officers, agents, employees, invitees, or other representatives. Moreover, in no event shall Owner be liable for any damages in excess of the charges of Owner to Exhibitor hereunder, and in no event shall Owner be liable for any loss of income or profits, or for any incidental, indirect, special or consequential damages (whether foreseeable or unforeseeable).

12. **INSURANCE:** Exhibitor and exhibitor display contractor(s) shall maintain Comprehensive General Liability Insurance and Personal Injury coverage and alcohol or liquor liability coverage for all Exhibitor's activities at the show, listing Market Maker Events Partners as an additional insured, all at Exhibitor's sole cost and expense. Policy limits shall be at least \$1,000,000/\$2,000,000 Bodily Injury coverage and \$200,000 Property Damage coverage. Exhibitor and exhibitor display contractor(s) shall also maintain, at their sole cost and expense, Workers Compensation Insurance for employees participating in the show. Evidence of insurance coverage in the form of a valid Certificate of Insurance specifying that coverages include activities at the show must be provided to Owner prior to move-in and exhibiting. Exhibitor warrants that Exhibitor has and shall have insurance complying with these insurance requirements and with such other requirements as may be in the Rules & Regulations. Evidence of insurance coverage in the form of a valid certificate of insurance must be supplied to Owner before move-in and exhibiting.
13. **BREACH OF CONTRACT:** Owner shall have the right, in the event of any violation of any of the terms hereof or any of the Rules & Regulations by Exhibitor (or by any of Exhibitor's employees, agents or invitees), to discontinue any and all services to Exhibitor, to refuse show entry to Exhibitor, its agents and employees, and to remove Exhibitor and Exhibitor's employees and agents from the show. In addition, Owner shall have a lien upon Exhibitor's personal property located at the show. Moreover, in the event of breach of any of the terms hereof or any of the Rules & Regulations, Exhibitor shall be liable for, and indemnify Owner from and against, all claims, costs and expenses incurred by Owner, including but not limited to attorney's fees, court costs, etc. All rights granted to Owner shall be cumulative and exercisable at Owner's option.
14. **SIGNS AND ADVERTISING:** No demonstrations or solicitations shall be permitted outside of Exhibitor's assigned space, and no signs or placards may be displayed on persons or otherwise outside assigned exhibit space. Distribution by Exhibitor of any printed matter, samples or other articles shall be restricted to within the confines of Exhibitor's booth. Exhibitor shall not have or operate any display or exhibit which, in the sole discretion of Owner, is the source of objectionable noises or odors or has decorations or other aspects, which are considered by Owner to be objectionable, including signs, lights and the costuming of exhibit personnel.
15. **DIRECTORY:** Owner will endeavor to list Exhibitor's firm name and space assignment in its official directory. Additional information pertaining to Exhibitor's merchandise may be included at the sole discretion of Owner. However, Owner will not be responsible for errors or omissions occurring in the printed directory, or for failure to include an exhibiting firm in the printed directory.