

1. RULES AND REGULATIONS. The term "Event" refers to the ASAE's Technology Conference & Expo. The Event is owned, produced, and managed by ASAE ("ASAE"). The term "Exhibitor" refers to the organization or person that applied for and has been granted exhibit space rental and such applicant's officers, directors, shareholders, employees, contractors, agents, and representatives.

2. APPLICATION TO EXHIBIT. A minimum 50% deposit must be received with this Application and Contract. Full payment must then follow within 45 days of contract submission. The receipt by ASAE of a signed Application and Contract for Exhibit Space will constitute a binding contract (the "Agreement"). ASAE reserves the right to reject any application for space for any reason. If any Exhibitor changes management or is purchased by another company/organization, this Agreement becomes binding on such company/organization.

3. EXHIBIT SPACE SPECIFICATIONS. All booths are 10' deep and 10' wide. Each exhibiting company shall receive 8' high pipe and drape back wall, 3' high pipe and drape side wall; 7' x 44" identification sign; a company listing on the conference website and mobile app; and two full meeting registrations per 100 sq. feet of space. Each company in a **shared booth** shall receive a company listing on the conference website and mobile app, one ID sign, and one full-meeting registration. Each exhibiting company in an **island (20' x 20' or larger)** shall receive Identification signage, a company listing on the conference website and mobile app, and eight full-meeting registrations. Each exhibiting company, regardless of booth size, shall receive a pre-show attendee mailing list and a post-show attendee mailing list. Pre- and post-show attendee mailing lists are for one-time use for promotion and follow-up of your participation in this ASAE event only. Any use of the attendee list, including the use of such list for promotional and other mailings, is subject to the prior written approval of ASAE.

4. EXHIBIT SPACE ASSIGNMENTS. Exhibit space will be assigned on a first-come, first-served basis. ASAE shall act in good faith to assign Exhibitor's booth in the location indicated by Exhibitor. Notwithstanding the above, ASAE reserves the right to change the floor plan or to change the location assigned to Exhibitor at any time as it may, in its sole discretion, deem necessary in the best interest of the Event. Exhibitor shall not sublet or permit the use of all or any part of the booth or any equipment provided by ASAE, nor shall Exhibitor assign this Agreement in whole or in part, without written notice to and approval from ASAE.

5. EXHIBITOR SERVICES KIT. A link to the online Exhibitor Service Kit will be sent to Exhibitor. The online Exhibitor Services Kit will include pertinent information regarding the Event including, but not limited to, additional rules and regulations, display rules, installation/dismantle schedules, registration information, official vendor order forms and pricing, shipping and drayage, utilities and building services, and additional visibility opportunities.

6. EXHIBITOR REPRESENTATION. Exhibiting companies are limited to registering three persons per 10x10 booth space (2 complimentary and 1 paid); each company in a shared booth is limited to registering two persons (1 complimentary and 1 paid); islands are limited to registering 3 persons for every 10x10 purchased (ex. A 20x20 would have a maximum of 8 complimentary and 4 paid). Each Exhibitor representative must be registered to participate in the Event. Once all registrations have been used, additional personnel with Exhibitor may not attend the conference. All exhibitor registrations give access to the full conference.

7. CANCELLATION OR DOWNSIZING OF SPACE BY EXHIBITOR. All requests for cancellation or reduction of exhibit space must be made in writing and shall become effective upon receipt by ASAE. Due to the difficulty of determining and detailing the losses which would result from cancellation of exhibit space, Exhibitor agrees to pay the following as liquidated damages (and not as a penalty) if Exhibitor cancels its exhibit space: If written notice of cancellation is received by ASAE on or before September 10, 2018, a full refund, less a \$75 administrative fee will be granted; between September 10, 2018 – October 8, 2018, ASAE will retain or shall be owed a cancellation fee equal to 50% of the total exhibit fee plus a \$75 administrative fee; if written notice of cancellation is received by ASAE on or after October 9, 2018, ASAE will retain or shall be owed a cancellation fee equal to 100% of the total exhibit fee. The above cancellation fee terms shall apply regardless of the execution date of this Agreement and regardless of any re-sale of booth space cancelled by Exhibitor.

If exhibit booth space is reduced, a fee equal to 20% of the difference in cost between the originally assigned exhibit space and the cost of the reduced exhibit space requested will be charged if written notice is received by ASAE on or before September 10, 2018; if written notice is received on or after September 10, 2018 but on or before October 8, 2018, a fee equal to 50% of the difference in cost between the originally assigned exhibit space and the cost of the reduced exhibit space requested will be charged. Commencing October 9, 2018, Exhibitors requesting reductions in space will not receive a refund for any difference in cost. Furthermore, ASAE has full authority to relocate any exhibitor after downsizing of space.

8. CANCELLATION OR POSTPONEMENT OF EVENT. It is mutually agreed that, in the event that the Event is cancelled for any reason, then and thereupon this Agreement will be automatically terminated and ASAE management will determine an equitable basis for the refund of a portion or all of the exhibit fees, after due consideration of expenditures and commitments already made.

9. PAYMENT OF DEBTS. Requests for space will not be processed without a minimum deposit of 50% of total booth fees. Full payment must then follow within 45 days of contract submission. If all payments and outstanding amounts are not paid in full by **October 9, 2018**, ASAE retains the right to cancel Exhibitor's space... Exhibitors are further responsible for ensuring that there are no outstanding amounts owed by them to ASAE. If all payments and outstanding amounts are not paid in full by October 9, 2018, ASAE retains the right to cancel Exhibitor's space without further notice and without obligation to refund previously paid amounts. Any re-sale of exhibit space shall not result in a refund to Exhibitor. Exhibitors may not move-in to their exhibit space until payment in full is received.

10. EXHIBIT SPACE OCCUPANCY. Any Exhibitor that fails to occupy its assigned exhibit space by the end of published set-up hours, leaves its exhibit space unattended during Event hours, or begins dismantling of exhibit space prior to the close of the Event by ASAE, may forfeit its right to the exhibit space and its eligibility to exhibit at future ASAE events.

11. ARRANGEMENTS OF EXHIBITS. Exhibitor agrees to abide by all exhibit display guidelines published in the Exhibitor Services Kit. All booths must be covered with carpeting or other professional material; **carpeting and furniture are not included in the exhibit fee.** In the area five feet forward from the rear of the booth, display material may be placed up to a height not exceeding eight feet from the floor. All Exhibitors must remain within the confines of their own exhibit space, and no Exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view or disadvantageously affect the display of other Exhibitors. ASAE shall have the right to demand modification of the appearance of dress of persons or mannequins used in conjunction with displays or demonstrations. Exhibits not conforming to these specifications, or which in design, operation, or otherwise, are deemed objectionable by ASAE in its sole discretion, will be prohibited.

12. HANDLING AND STORAGE. Neither ASAE nor the owners or managers of the Event facility will accept or store display materials or empty crates; Exhibitor shall make its own arrangements for shipment, delivery, receipt, and storage of such materials and empty crates. Such arrangements may be made through the Official Drayer, and Exhibitor shall in any event provide the Official Drayer with copies of all bills of lading. All shipments and deliveries to the Event shall be prepaid. Exhibitor shall not incur any obligation to the Official Drayer merely by reason of providing copies of any bills of lading hereunder.

13. EXHIBITOR OPERATION AND CONDUCT/RIGHT OF ENTRY AND INSPECTION. (A) Exhibitors may not schedule private functions or events which conflict with officially scheduled ASAE events; (B) All activities must be carried on in Exhibitor's contracted exhibit booth space; (C) The use of live animals is prohibited in the Event; (D) The use of objectionable amplifying or lighting equipment is prohibited; (E) Exhibitor may not use strolling entertainment, nor distribute samples, magazines, or advertising materials in any area outside their exhibit booth; (F) The use of helium-filled balloons is prohibited in the Event; (G) The use of a Segway or other similar equipment is prohibited, unless used as a disability aid; (H) It is Exhibitor's responsibility to ensure that models' and/or artisans' appearance and dress will not be offensive to modest tastes. Furthermore, artisans and models are not permitted to perform or appear outside of the contracted exhibit booth space during Event hours; (I) Free Wi-Fi will be included throughout the conference, including the exhibit hall, however, hot spots are not permitted to be used at the conference; (J) Food and beverage may be dispensed from Exhibitor's booth within the following guidelines: (i) Distribution area must be kept clean and attractive; (ii) All attendees must have the opportunity to receive samples; and (iii) Any food and beverage distributed must be arranged through the facility where the Event is held. If Exhibitor engages in any conduct in violation of the rules and/or applicable laws, ASAE reserves the right to cancel Exhibitor's space without further notice and without obligation to refund monies previously paid and to re-sell exhibit space assigned. ASAE further reserves the right to reject Exhibitor's application to exhibit in future shows of ASAE. Further, ASAE in its absolute discretion shall have the right at any time to enter and inspect the area occupied by Exhibitor.

Exhibitor and their representatives shall at all times conduct themselves in a professional manner and shall not disparage or defame fellow exhibiting companies, member companies, ASAE, ASAE Foundation, ASAE Business Services Inc., or the employees of aforementioned organizations, or engage in other activities detrimental to the Event.

14. EXHIBITING CODES AND AGREEMENTS. Exhibitor hereby agrees to be bound by all exposition rules and regulations outlined here and in Exhibitor Service Kit, and any additional rules, regulations, and information as may be adopted by ASAE or the Event facility. Exhibitor further agrees to adhere to and be bound by (i) all applicable fire, utility, and building codes and regulations of the facility where the exposition is held; (ii) any rules or regulations of said facility; (iii) the terms of all leases and agreements between ASAE and the managers or owners of said facility; (iv) the terms of any and all leases and agreements between ASAE and any other party relating to the Event; and (v) all Federal, State, and local laws, codes, ordinances and rules; without limiting the foregoing, Exhibitor shall construct its displays to comply with the Americans with Disabilities Act. Exhibitor shall not, nor shall Exhibitor permit others to, do anything to its exhibit space or do anything in the Event facility which would cause a difference in conditions from those previously approved by the insurance carriers of ASAE, or the owners or managers of said facility, which will in any way increase premiums payable by any of said parties, and Exhibitor shall be responsible for any such increase resulting from violation of this section.

15. LISTING AND PROMOTIONAL MATERIALS. By exhibiting at the Event, Exhibitor grants ASAE a fully paid, perpetual, non-exclusive license to use, display, and reproduce the name of Exhibitor in any directory or listing of the Event exhibitors and to use such names in promotional materials. ASAE shall not be liable for any errors in any listing or for omitting any Exhibitor from any directory or listing pertaining to the Event.

16. BOOKS/BOOK SIGNINGS. Exhibitors agree not to distribute books or have a book signing event in their booth without receiving advance written permission from ASAE.

17. LIABILITY AND INSURANCE. This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between ASAE and Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless, and defend ASAE, its officers, directors, employees, agents, affiliates, and subsidiaries (collectively, "Indemnified Party"), from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to cost, interest, and attorney's fees) which any Indemnified Party may incur, suffer, be put to, pay, or be required to pay, incident to or arising directly or indirectly from any act or omission by Exhibitor or any of its employees, servants, or agents. Exhibitor further agrees that the Indemnified Party, shall not be responsible in any way for damage, loss, or destruction of any property of Exhibitor or injury to Exhibitor or its representatives, agents, employees, licensees, or invitees.

Exhibitors must obtain insurance policies covering exhibit materials at the ASAE Event. Exhibitors must also have public liability, bodily injury, and property damage insurance. Such insurance shall name the Event facility, ASAE, and the Official General Contractor as additional insureds. Upon request, Exhibitor shall provide a certificate of insurance to ASAE.

18. LIMITATION OF DAMAGES. In no event will an Indemnified Party be liable to Exhibitor, whether in contract or tort, for any amount in excess of the exhibit space rental fee in relation to any damages, including lost profits, arising out of or relating to the ASAE Event, the rental of exhibit space, the conduct of ASAE, any breach of this Agreement, or any other act, omission, or occurrence.

19. PROTECTION OF EXHIBIT FACILITY. Exhibitor is expressly bound, at its expense, to promptly pay for or repair any and all damage to the exhibit facility, booth equipment, or the property of others caused by Exhibitor or any of its employees, agents, contractors, or representatives.

20. INTERPRETATION AND ENFORCEMENT. ASAE has full power to interpret and enforce all regulations for the Event and the power to make amendments and/or further regulations that are considered necessary for the proper conduct of the Event. Such decisions shall be binding on all Event exhibitors. Failure to comply with any rule or regulation may be sufficient cause for ASAE to require the immediate removal of the offending exhibitor, and may result in forfeiture of all further rights to exhibit at future events sponsored by ASAE, together with all fees paid. ASAE may lease any space so forfeited to another exhibitor.