



TERMS AND CONDITIONS

1. Defined Terms: "Event" means the 2020 "Total Health & Fitness Expo", scheduled for **Saturday, February 15, 2020 and Sunday, February 16, 2020** ("Event Dates") at Central Park Hall at Expo Square (Tulsa State Fairgrounds) ("Exhibit Facility"). The Event is owned, produced and managed by Event 1 Productions, Inc. "Organizer" means, collectively, Event 1 Productions, Inc. ("E1P") its directors, representatives, employees and assigns, unless the context requires otherwise. "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this Agreement upon acceptance by E1P in the manner stated below. "Order Form" means the order form attached to these terms and conditions. "Agreement" means these terms and conditions, together with the attached Order Form. "Effective Date" means the date of latest signature of this Agreement.

2. Contract Acceptance: This Agreement shall become binding and effective only when it has been signed on the facing page by Exhibitor and counter-signed on the facing page by a duly authorized representative of E1P.

3. Assumption of Risks; Releases: Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. 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 Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer 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 whether described in this paragraph or not.

4. Indemnification: Exhibitor shall indemnify, defend (with legal counsel satisfactory to E1P), and hold Organizer and the Exhibit Facility harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys' fees) and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation or presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this Agreement or any other contract, arrangement or agreement; (c) any matter for which Exhibitor is otherwise responsible under the terms of this Agreement or any other contract, arrangement or agreement; (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 Exhibitor; (f) harm or personal injury (including death) caused by the fault or negligence of Exhibitor; and (g) loss of or damage to property or the business or profits of Organizer, whether caused by negligence, intentional act (or failure to act), accident, theft, or otherwise.

5. Limitation of Liability: UNDER NO CIRCUMSTANCES SHALL ORGANIZER 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, WHETHER OR NOT APPRISED OF THE POSSIBILITY OF ANY SUCH LOST PROFITS OR DAMAGES. IN NO EVENT SHALL ORGANIZER'S MAXIMUM LIABILITY UNDER ANY CIRCUMSTANCE EXCEED THE AMOUNT ACTUALLY PAID TO COX BY EXHIBITOR FOR EXHIBIT SPACE RENTAL PURSUANT TO THIS AGREEMENT. ORGANIZER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE NUMBER OF PERSONS WHO WILL ATTEND THE EVENT OR REGARDING ANY OTHER MATTERS. NEITHER ORGANIZER, NOR THE OWNERS OR LESSORS OF THE EVENT FACILITY, SHALL ASSUME ANY RESPONSIBILITY FOR EXHIBITOR'S PERSONAL OR OTHER PROPERTY.

6. Qualifications of Exhibitor: Organizer, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms that supply products and services to the health & fitness industry. Applicants may be required to submit a description of the nature of their business and the items to be exhibited. Exhibitor shall not exhibit or permit to be exhibited in the space allocated to it any merchandise other than that specified in its application. Organizer reserves the right to restrict or remove any exhibit, or any portion thereof, that E1P, in its sole discretion, believes is objectionable or inappropriate.

7. Assignment of Space: Exhibit space shall be assigned by Organizer in its sole discretion for the Event and for the Event Dates only. That assignment does not imply that similar space will be assigned for future Events. Organizer reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event for any or no reason.

8. Payment; Cancellation by Exhibitor: Exhibitor agrees to pay the exhibition fee listed on the attached order form ("Exhibition Fee"). Exhibitor may cancel this Agreement but understands that all monies/deposits paid will be forfeited to the Organizer. Exhibitor may be required to move to a new location if it requests a downsizing/upsizing of space.

9. Cancellation by Organizer: If Exhibitor fails to make a payment required by this Agreement by the date specified in Section 8, above, Organizer may terminate this Agreement (and Exhibitor's participation in the Event) upon notice to Exhibitor and without obligation to refund any monies previously paid. Organizer 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 Organizer.

10. Cancellation of the Event: If Organizer cancels the Event due to circumstances beyond the reasonable control of Organizer (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), Organizer shall refund to Exhibitor its Exhibition Fee previously paid, minus a share of costs and expenses incurred by Organizer, in full satisfaction of all liabilities of Organizer to Exhibitor.

11. Exhibit Space Occupancy: Organizer shall specify the hours and dates for installing, occupying and dismantling exhibits. If Exhibitor fails to install its display in its assigned space by **6:00pm on February 14, 2020**, or leaves its space unattended at any time during the Event, Organizer shall have the right to take possession of the space and terminate this Agreement, in which case no refund will be due to Exhibitor. All exhibits must be open for business at all times during the Event.

12. Trade Show Set-Up and Show Hours: Information on set-up and Event hours will be contained in the Exhibitor Service Manual (as defined below). Without limiting the foregoing, Exhibitor agrees to comply with the following:

(a) Only Exhibitor, its employees and contractors will be permitted in its booth 60 minutes prior to the published "Show Open Time."

(b) NO BREAKDOWN or DISMANTLING OF EXHIBITS will be permitted before the Event officially closes down at 5:00pm on Sunday, February 16, 2020. Early breakdown or dismantling will jeopardize future participation in Organizer's events.

13. 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, its employees or agents.

14. Taxes and Licenses: Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local laws applicable to its activities at the Event.

15. Insurance: Exhibitor shall, at its own expense, secure and maintain through the term of this Agreement, including move-in and move-out days, the insurance listed below. The insurance shall be primary of any other valid and collectible insurance of Organizer for claims arising out of Exhibitor's operations and shall be written on an occurrence basis.

(a) **Comprehensive general liability insurance** with limits not less than \$1,000,000 per occurrence, \$3,000,000 in the aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual liability, operation of mobile equipment, products liability and, if applicable, liquor liability;

(c) If applicable, **automobile liability insurance** with limits not less than \$500,000 per occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles.

The above required general liability insurance policy shall name as additional insured: **Event 1 Productions, Inc. (1601 S. 129th W. Ave., Sand Springs, OK 74063) and Tulsa Public Facilities Authority (4145 E. 21st St., Tulsa, OK 74112)**, and their subsidiaries, affiliates, officers, directors, employees, agents and representatives. Insurance policies shall also provide that the coverage may not be cancelled without 30 day's advance written notice to Organizer. Certificates of insurance satisfactory to Organizer, shall be furnished to Organizer prior to the commencement of Exhibitor's work under this Agreement.

16. 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 Event Facility (including any union labor work rules).

17. Exhibitor Conduct: Organizer has sole control over attendance policies. Exhibitor shall conduct itself at all times in accordance with professionalism and normal standards of decorum and good taste. The use of cameras and video cameras on the exhibit floor is strictly prohibited without the prior permission of Organizer.

18. Exhibitor Service Manual: Prior to the Event, Organizer will send a service manual (the "Exhibitor Service Manual") to the "Primary Contact" listed on the Order Form. The Exhibitor Service Manual will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out information.

19. Incorporation of Rules and Regulations: Any and all matters pertaining to the Event and not specifically covered by this Agreement shall be subject to determination by Organizer in its sole discretion. Exhibitor shall observe and abide by additional regulations made by Organizer as soon as such additional rules or regulations are communicated to Exhibitor.

20. Outside Exhibits/Hospitality Suites: Exhibitor is prohibited from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, lounges, corridors, etc.

21. Contractor Services: Organizer has contracted with, on an exclusive basis, official contractors to provide certain services for the Event ("Official Contractors"). Service companies other than the Official Contractors will not be allowed to perform any of these exclusive services.

22. Character of Displays; Use of Aisles and Common Areas: Distribution of samples, printed matter of any kind and any promotional material is restricted to the confines of the exhibit booth. Exhibitor shall only exhibit products that it manufactures, represents or legally distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of Organizer and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of Organizer. Uniformed attendants, models and other employees of Exhibitor must remain within its booth. Any and all advertising distribution must be made from Exhibitor's booth space. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space are prohibited.

23. Sub-Letting: No sub-letting or sharing of exhibit space will be permitted.

24. Freight Shipment: Exhibitors needing information regarding freight shipments to and from the Event Facility need to contact Organizer for contact information for the Shipping/Receiving Office.

25. No Show Policy: If Exhibitor, through circumstances beyond control, is delayed in arrival or setup, Exhibitor must notify the Event Manager at the Event Facility. Non-notification will result in resale of space, and no refunds will be made.

26. Miscellaneous: This Agreement (including the Order Form, Exhibitor Service Manual, any applicable feature add-ins, and any additional rules or regulations adopted by Organizer from time-to-time) represents the entire agreement between Organizer and Exhibitor relating to Exhibitor's participation in the Event and supersedes any prior written or oral understandings, agreements or representations by or between Organizer and Exhibitor relating to such participation in the Event. This Agreement is governed by the laws of the State of Oklahoma as applied to contracts entered into and entirely performed within that State by residents of that State. Exhibitor hereby submits to the exclusive jurisdiction of the courts located in Tulsa County in the State of Oklahoma, which shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this Agreement or the breach of any provision of this Agreement. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Tulsa, Oklahoma. No waiver of any breach of any term or condition hereof will constitute a waiver of any subsequent breach. If any term will be held unenforceable, such term will be restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and this Agreement will remain in full force and effect. By entering into this Agreement, Exhibitor and its affiliates explicitly consent to receive fax, telephone and other communications from Organizer and its partners under 47 U.S.C. § 227 and any other applicable regulations.

EXHIBITOR'S INITIALS _____