

TERMS AND CONDITIONS OF APPLICATION AND CONTRACT FOR EXHIBIT SPACE

1. CONTRACT FOR SPACE. This Application and Contract for Exhibit Space, the formal notice of space assignment by McRae & Company, Inc., ("Exhibit Manager"), these Terms and Conditions, and the Rules and Regulations set forth in the Exhibitor Manual, as amended from time to time, a copy of which is located at www.mcraemeetings.com, constitute a Contract ("Contract") between the Exhibitor shown on the Application and Contract ("Exhibitor") and the Governor's Hurricane Conference (GHC) (collectively the "Contracting Parties") under which Exhibitor shall exhibit at the 2017 Governor's Hurricane Conference ("Conference"). "Show" shall refer herein to the component of the Conference that includes the activities of exhibitors inside the Palm Beach County Convention Center, West Palm Beach, Florida.

2. AGENT. GHC's agent for purposes of the Contract shall be Exhibit Manager. Exhibitor agrees that Exhibit Manager shall have full and final authority over Exhibitor in all matters of interpretation and enforcement of the Terms and Conditions of the Contract and shall have the authority to terminate the Contract, consistent with these Terms and Conditions.

3. PROTECTED PARTIES. "Protected Parties" shall refer collectively herein to GHC, Exhibit Manager, and their officers, directors, agents and employees.

4. FACILITY. Exhibitor agrees to comply with the rules and regulations of the Palm Beach County Convention Center, 650 Okeechobee Blvd, West Palm Beach, FL 33401 ("Facility"). All rights and privileges granted to Exhibitor under this Contract and any subsequent amendments hereto shall be subject to and subordinate to the terms and conditions of any and all lease agreements between GHC and the Palm Beach County Convention Center.

5. OFFICIAL GENERAL SERVICE CONTRACTOR. National Expo ("Contractor") has an exclusive contract for exhibit hall decorations, drayage, and labor. The Contractor shall have the exclusive right to supply on a rental basis all equipment, furniture, carpeting, decorating materials, drayage, and non-technical manpower to Exhibitor. Exhibitor may request authorization from National Expo to utilize an Exhibitor Appointed Contractor (EAC) in accordance with these Terms and Conditions and with the Rules and Regulations for the Use of Exhibitor Appointed Independent Contractors as set forth in the Exhibitor Manual.

6. BOOTH ASSIGNMENT. Exhibit Manager shall have sole discretion in assigning and reassigning the location of booths. All official and advertised floor plans notwithstanding, Exhibit Manager may change the location of any exhibit at any time up to the time that Exhibitor begins setup. Exhibitor shall not reassign, sublease, or share assigned exhibit space with any person, firm, or other entity, nor shall Exhibitor allow any person, firm, or entity to solicit business in any form in Exhibitor's assigned space, without prior notification to, and approval by, Exhibit Manager.

7. EXHIBIT DISPLAY. Exhibits shall be designed and constructed in accordance with industry standards, including without limitation the latest edition of Guidelines for Display Rules & Regulations, published by the International Association of

Exhibitions and Events (IAEE, formerly IAEM). In the event of any conflict between such Guidelines and these Terms and Conditions, these Terms and Conditions shall control.

Exhibits shall not project beyond Exhibitor's allotted space. Exhibits shall not obstruct the view of, or interfere with traffic to, the exhibits of others and shall be protected by safety guards and devices where necessary to prevent injury to spectators.

Exhibitor hereby represents and warrants to the Protected Parties that it has taken or shall take all steps reasonably necessary to insure the sound engineering, design, construction, and safety of the exhibit.

8. SOUND AND LIGHTING. Exhibit Manager shall have sole discretion in determining whether Exhibitor's sound or lighting interferes in any way with other exhibitors and whether it shall be discontinued or modified. Any projection of sound or lighting beyond the confines of the exhibit booth shall be prohibited.

9. UNOCCUPIED SPACE AND/OR FAILURE TO APPEAR. In the event that Exhibitor's rented space is unoccupied two hours prior to opening of the Show, Exhibitor shall be considered to have defaulted under this Contract.

10. EARLY TEAR-DOWN OR DISMANTLING. Exhibitor shall not tear down, dismantle, or abandon its exhibit prior to the published close of show. In the event of early tear-down, dismantlement, or abandonment, Exhibitor will forfeit booth selection priority.

11. EXHIBITOR'S PRESENTATION AND CONDUCT. All content presented, demonstrated, exhibited, performed, distributed, or displayed by Exhibitor shall be subject to Exhibit Manager's approval. Any content that, in the sole discretion of Exhibit Manager, is in any way unacceptable or unsuited to the Conference may be rejected. Exhibit Manager shall have sole discretion in determining whether Exhibitor's demeanor is inappropriate or disruptive. Exhibitor or any of their representatives shall not conduct themselves in a manner offensive to standards of decency or good taste.

12. EXHIBITOR UNOFFICIAL SOCIAL FUNCTIONS. **Exhibitor-hosted meetings, functions or receptions may not conflict with any Conference sessions, Conference events or exhibit hall hours. Exhibitors wishing to host social functions including but not limited to hospitality suites, receptions, and customer functions must obtain approval from GHC** to avoid conflict with official conference functions. Contact GHC at 800-544-5678 or email ghclynn@verizon.net.

13. INSURANCE. General liability insurance in the amount of \$1,000,000 per occurrence must be obtained by EXHIBITORS at their own expense, showing McRae Conferences & Trade Shows and GHC as additional insured. Proof of insurance must be submitted to McRae 30 days prior to the first day of move-in for the event.

14. LICENSES AND PERMITS. Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under

local, state, or federal law applicable to its activities under the Contract. Exhibitor shall be responsible for obtaining tax identification numbers and for paying all taxes, license fees, or other charges that become due to any governmental authority in connection with its activities under the Contract.

15. ORDINANCES. Exhibitor, at its expense, shall comply with all applicable city, county, state, and federal fire, safety, and health ordinances regarding the installation and operation of equipment.

16. TERMINATION. In the event that the Contract is terminated for any reason, Exhibit Manager may order Exhibitor and its exhibit to be barred or removed from the exhibit hall and may re-rent Exhibitor's space to another exhibitor.

17. TERMINATION BY GHC WITH CAUSE. In the event that Exhibitor defaults on any of the Terms and Conditions of the Contract, Exhibit Manager may, in its sole discretion, provide Exhibitor with a specific time period within which to cure the default. In the event that Exhibitor fails to cure such default within said specific time period, or if Exhibit Manager elects not to permit Exhibitor a specific time period within which to cure the default, Exhibit Manager may declare this Contract to be terminated and GHC shall have all such rights and remedies against Exhibitor as may be provided in the Contract and by law.

18. TERMINATION WITHOUT CAUSE. Either Party may terminate this Contract without cause by providing written notice to the other party. In the event that Exhibitor so terminates prior to February 17, 2017, GHC shall refund 50 percent of the Rental Fee, or, if Exhibitor so terminates on or after this date, GHC shall not be obligated to make any refund whatsoever. In the event that GHC terminates at any time without cause, then GHC shall refund Exhibitor's entire Rental Fee, and Exhibitor shall have no right or remedy or damages against the Protected Parties.

19. FORCE MAJEURE. If, for any reason beyond the reasonable control of GHC, GHC is unable to fulfill its obligations under the Contract, then either Party may terminate this Contract by providing notice to the other Party. In the event of such termination, Exhibitor shall owe GHC the amount required to compensate GHC for its expenses up to the time of termination plus a pro rata share of the Rental Fee proportional to the time that the rented space was available for occupancy. Any amount already collected by GHC that exceeds the amount owed to GHC shall be refunded to Exhibitor. Events beyond GHC's reasonable control include, without limitation, acts of God, strikes, labor disputes, accidents, government requisitions, governmental restrictions or regulations on travel, Facility non-availability, damage to the Facility, non-availability of commodities or supplies, inability to secure sufficient labor, civil disturbance, terrorism or threats of terrorism, curtailment of transportation, and disruption of electrical power.

20. INDEMNIFICATION, ASSUMPTION, RELEASE. To the fullest extent permitted by law, Exhibitor shall indemnify, defend, and hold harmless the Protected Parties against all claims, actions, demands, or liability of any kind and nature, including without limitation judgments, interest, reasonable attorney's fees, expert witness fees, and all other related costs and charges arising out of Exhibitor's activities related to the show or any

breach of the Contract, including the Exhibitor's Manual, and claims of property or personal injury caused by or attributed in part or in whole to any of its directors, officers, employees, agents, representatives or contractors.

To the fullest extent permitted by law, Exhibitor assumes the entire responsibility and liability for all damages or losses to the Protected Parties that occur as a result of the negligence or any actions of Exhibitor or Exhibitor's officers, employees, agents, representatives, invitees, and guests for the duration of the show.

Exhibitor agrees that, to the fullest extent permitted by law, Protected Parties and their respective owners, directors, officers, employees, agents, and representatives will not be held liable for any loss or damage to any exhibits, materials, goods, or wares belonging to Exhibitor, and they are released from liability for any damage, loss, or injury to person or property of Exhibitor or Exhibitor's officers, employees, agents, representatives, invitees, and guests, resulting from fire, storms, water, acts of God, air conditioning or heating failure, theft, mysterious disappearance, bomb threats or any other causes. In no event shall the Protected Parties be liable for any consequential, indirect, special or incidental damages of any nature or for any reason whatsoever.

21. LITIGATION. In the event that any litigation arises out of the Contract, between Exhibitor and a Protected Party, and in the further event that the Protected Party prevails, then Exhibitor shall pay all costs and reasonable attorney fees incurred at both trial and appellate levels, to the prevailing Parties.

22. LIQUIDATED DAMAGES. To the extent that the Contract provides for damages as set forth in paragraphs 12, 18 and 19, the Parties agree that such damages are difficult or impossible to accurately estimate, and the Parties intend for such damages to provide for liquidated damages rather than a penalty, and that the amounts stipulated are a reasonable pre-estimate of the probable loss.

23. AUTHORITY TO SIGN. Each Party represents and warrants to the other Party that it has the right, power, and legal authority to enter into and fully perform the Contract in accordance with its Terms and Conditions and that the Contract when executed and delivered by the Parties will be a legal, valid, and binding obligation enforceable against the Parties in accordance with its Terms and Conditions.

24. MISCELLANEOUS. The Contract is governed by the laws of the State of Florida. The agreements, representations, warranties, and covenants contained herein shall survive the execution and delivery of the Contract. If any provision of the Contract shall be deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law. The Contract constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral and written agreements with respect to the subject matter hereof. The Contract may not be changed, waived, discharged, modified, or terminated orally, but only by an instrument in writing signed by the Party against whom enforcement is sought. No part of the Contract shall be interpreted against any Party hereto because any Party has drafted all or part of the Contract. Any liability of the Exhibitor shall survive termination of the Contract.