

GENERAL AGREEMENT TERMS & CONDITIONS

IMPORTANT: READ ALL YOUR MATERIAL CAREFULLY YOUR SIGNATURE ON THE CONTRACT INDICATES THAT YOU ACCEPT ALL THE TERMS OF THIS CONTRACT, PACIFIC EXPOS POLICIES, AND ANY FINES THAT MAY BE ISSUED. WE WILL NOT BE RESPONSIBLE FOR EVENTS THAT MAY OCCUR DUE TO LACK OF KNOWLEDGE OF POLICIES & PROCEDURES INCLUDING FAILURE TO OBTAIN INSURANCE.

1. APPLICATION FOR SPACE: Except by written consent from Pacific Exposition Corp. dba Pacific Expos (herein Management), Exhibitor will not sublet the exhibit space contracted for and shall not exhibit or permit any merchandise other than specified on the Exhibitor Contract. No sharing booth space, advertising, promoting outside companies, or selling any product or service not provided by company occupying booth space. Management reserves the right to designate where exhibitors may present their displays. Booth space is only confirmed after full payment and all necessary paperwork has been received. No set-up allowed if balance is owed. Pacific Expos reserves the right to terminate any exhibitor contract for just cause. All payments are non-refundable, non-transferable.

2. PARKING. Exhibitors are responsible for parking fees and will adhere to the parking rules of the venue. Overnight parking requests must be made with parking management.

3. CHECK-IN & EXHIBITOR WRISTBANDS: Check-in at show office before setting up exhibits. Wristbands to be worn by all Exhibitors staff snugly on wrist for identification purposes. Entry not granted without wristband. FIVE (5) colored bands per booth, per day will be provided. Bands will be distributed at check-in on Friday. Additional bands will not be issued.

4. ANIMALS: Pets and/or other animals are prohibited unless service animal with proper identification or animals used within exhibits and must be preapproved and conform to additional rules and regulations.

5. FORCE MAJEURE: Neither Management nor Exhibitor shall be liable for any costs or damages due to delay or nonperformance under this Agreement arising out of any cause or event beyond such Party's control, including but not limited to Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, work stoppage, power or other mechanical failure, governmental action, or communication disruption, including a pandemic. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after or during the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement, as applicable, as soon as reasonably practicable.

6. GENERAL LIABILITY INSURANCE: In accordance with the terms of the Exhibitor Contract, Exhibitors are to submit its certificate of insurance. It must be received BEFORE start of show. Please name Pacific Exposition Corp. 1414 Dillingham Boulevard Suite 203 Honolulu HI 96817 as additional insured. If needed, the following information can be forwarded to your insurance agent: "Said policy shall not contain less than the following limits of liability: for bodily injury liability or loss sustained

in one occurrence, \$1,000,000; for personal injury liability sustained in one occurrence, \$1,000,000; for damage or loss of use of property in each occurrence, \$1,000,000."

Exhibitor is highly advised to obtain insurance. Failure by exhibitor to obtain insurance shall be at exhibitor's own risk. From time to time, Management may offer a one-time group coverage at the amount listed on application. This coverage is subject to approval, requires the following information: Legal Business Name, owner(s), business address, business phone, and authorization to charge the amount to your credit card. *NOTE: Alcohol companies, food establishments, and any product or service demonstrations that include physical involvement with the public or sale of firearms or as determined by insurance company, do not qualify for the group insurance policy and must provide their own coverage.*

7. INDEMNIFICATION AND ASSUMPTION OF RISK

DISCLAIMER: Exhibitor shall indemnify and hold harmless Management, its officers, directors, staff, partners, volunteers as well as venue management and staff from any and all liabilities as a result of any injuries sustained by anyone or damage to property due to product liability or negligence on the part of the Exhibitor. Management shall not be liable to or be a party of any claims or lawsuit due to negligence of the Exhibitor including failure to obtain insurance. By failing to obtain insurance, Exhibitor do so at its own risk.

Exhibitor has sole responsibility and expressly assumes all risks for its property, including, without limitation, any products displayed and/or left at the show, and any theft, damage or other loss to such property. Management accepts no responsibility, nor is bailment created, for such property of Exhibitor.

8. SOLICITATIONS: By Non-Exhibitors. Unauthorized solicitation within the exhibition space by individuals who did not buy booth space is strictly prohibited; report all non-exhibitor solicitations to Management immediately. By Exhibitors. Distribution of materials outside of your booth space is prohibited. All sales activities must remain inside your booth.

9. WITHDRAWAL/CANCELLATIONS: A full refund will be given if Exhibitor has informed Pacific Expos in writing no later than 8 weeks prior to show date. No refund will be given after 8 weeks. Failure to utilize booth space does not relieve the Exhibitor of its obligation for full payment. After execution, this contract cannot be revoked or cancelled—unless by mutual agreement and Exhibitor shall be liable for the full amount of this contract, plus interest at the maximum amount allowed by law and reasonable attorney fees and court costs if necessary, for collection purposes.

10. REASSIGNMENT: If Exhibitor's booth is empty* at 9 am on Saturday, Pacific Expos reserves the right to reassign the booth without refund (Exhibitor not checked in at show office and booth has no signs of commenced set-up, product, or display.)

11. LATE FEES, BALANCES, DISCOUNTS: A late fee of \$10.00 per booth will be assessed to all new or unpaid booths after cut off date. Deposits and any other discounts may be forfeited and booth resold without full payment.

GENERAL BOOTH RESTRICTIONS

All terms in this section must be agreed to before booth is confirmed

*Management reserves the right to restrict or reject any exhibit which may be objectionable or not in keeping with the quality or character of the Expo. Points not specifically noted are subject to the review of Management.

* SIGHT LINE RULE. To preserve the aisle sight line, ensure visibility of each Exhibitor, and encourage successful exchanges with other exhibitors and the public, each Exhibitor must comply with the sight line restrictions on page 4 of this agreement. Your signature below indicates acceptance of these sight line restrictions.

*Cardboard boxes must be kept out of public view.

*All trash, including pallets, must be removed from the show floor before show opens. DO NOT place in bins on the show floor.

*NO helium balloons allowed.

*Venue policy: All decorative material must be flame resistant or treated with a flame retardant.

*Venue policy: No sticker giveaways; selling is OK. Exhibitor assumes responsibility for any stickers found stuck on the property.

*Venue policy: All carpeting must be taped down or will not pass Blaisdell inspection. Use of duct tape is prohibited. Blaisdell will do booth inspections before doors open on Fri.

*Venue policy: Once show doors open and the general public is on the floor, no wheels are allowed on the floor (with the exception of wheelchairs, strollers, and walkers) for liability purposes.

*Venue recommends all structures (including displays and banners) have a height restriction of 12 feet from the floor. Structures taller than 12 feet will be evaluated on a case-by-case basis.

*Bare EZ corner tent frames (metal) are not permitted. If this is part of your display, poles must be covered.

*All folding tables must be draped with tablecloth and/or skirt; tablecloth/skirt must reach $\frac{3}{4}$ of the way between tabletop and the floor.

*Booths must have professional signage (BANNERS). No handwritten signs. *(Exhibitors are required to display proper signage, i.e. printed banner)*

*Carpet and electricity are NOT included. You may bring own tables, chairs, carpet or order from ICES. Electric must be ordered through ICES.

*Forklift services must be pre-ordered through ICES. Forklift service NOT guaranteed on-site if you did not place an order.

*No sharing booth space, advertising, promoting outside companies, or selling any product or service not provided by company occupying booth space. If you are affiliated with more than one company (example: independent representatives of 2 or more companies), WITH MANAGEMENT APPROVAL, no more than TWO companies may be represented in booth space, and all products must be related, or in similar product categories. Call our office for details.

*Booth displays must remain intact for all show hours. Early breakdown could affect participation in future shows.

*GE License is required for all sales transactions on the show floor. License must be displayed in booth. Exhibitors responsible for ensuring compliance with the State of Hawaii Department of Taxation Cash Economy Enforcement Act of 2009 (Act 134). Contact the Department of Taxation for more information.

*All decorative and display material must be appropriate for the theme and venue. Attractive booths attract customers.

*Exhibitors have the right to display their services to the best of ability, but not to interfere, disrupt or cause a problem for other Exhibitors due to microphones, loud music, lighting, or other demonstration/pitch elements.

***FOOD EXHIBITORS: SEE ALSO FOOD ADDENDUM TO TERMS.** Pacific Expos may buy out the food concessions. On-site Prepared Food and Most Food Exhibitors must provide: (1) copy of approved temporary food permit and (2) insurance. Limited to first come, first serve. Absolutely NO dishwashing or dumping of food or grease in custodial and bathroom sinks. Exhibitors found dumping will be held responsible for any fines or fees associated with unclogging or snaking the drain. Prepackaged and ready-to-eat foods are acceptable. Other foods prepared and consumed onsite are allowed on a limited basis pre-approved by management, additional fees applicable. In addition, On-Site Prepared Food Exhibitors using propane tanks MUST be in crates and have unexpired fire extinguishers and other regulations as per all government agencies.

*ALCOHOL CONSUMPTION: Exhibitors are restricted from bringing in alcoholic beverages for personal consumption at the show. Any alcohol sampling must be done at the alcohol Exhibitors booth ONLY.

*USE OF MICROPHONES: Management reserves the right to restrict the use of microphones in certain areas of the show. Exhibitors using microphones/speaker systems must notify Management and agrees to comply with noise restrictions set by Management. Please note use of these items may affect booth placement.