

TERMS AND CONDITIONS

1. Definitions:

- a) "Exhibitor" means the party named as such in this Exhibitor Contract.
- b) "ICAA" means ICAA Services Inc. carrying on business as International Council on Active Aging and its and their employees and agents.
- c) "Show" means ICAA Conference and Trade Show 2020 at Long Beach Convention and Entertainment Center, Long Beach CA.
- d) "Show Management" means personnel designated by ICAA.
- e) "Center" means Long Beach Convention and Entertainment Center, Long Beach CA.
- f) "Decorator" means Shepard Exposition Services.

2. The Exhibitor agrees to abide by all regulations and rules adopted by ICAA, Show Management and the Center and contained within this Contract or adopted by ICAA or the Center in the best interests of the Show and agrees that ICAA and the Center shall have the final decision in adopting any rules or regulations deemed necessary prior to, during and after the Show.

3. The Exhibitor's property shall be placed on display and exhibited at his/her/its risk and ICAA, Show Management and the Center shall assume no responsibility for loss or damage hereto, before, during or after the Show. The Exhibitor shall assume all responsibility for loss or damage to their property that may be due to fire, theft, flood, lightning, earthquake, explosion, or any other cause. The Exhibitor agrees to indemnify and save ICAA, Show Management and the Center together with the employees and agents of any of them harmless from any damage, expense or liability whatsoever arising from any injury or damage to any person, the said Exhibitor, his/their/ its agents, servants, employees, or invitees or to other Exhibitors or to the Property of said Exhibitor, the walls, floors or ceilings of the space so occupied by the Exhibitor, or to other Exhibitor's property, occurring in the said conference venue and premises or the approaches and entrances thereto, arising out of the Exhibitor's actions or inactions. The Exhibitor agrees that all property which the Exhibitor has on the venue or premises referred to in this Contract is the responsibility of the Exhibitor and is in its care, custody and/or control.

4. The Exhibitor must have sufficient public liability insurance extended to cover participation in the Show. The Exhibitor shall obtain and maintain in force for the period beginning with the move-in and ending after the move-out of the, third party public liability insurance in an amount of not less than One Million Dollars (USD \$1,000,000) per occurrence, and shall designate ICAA, Show Management and the Center as an additional insureds under such insurance. A certificate of said insurance must be delivered to ICAA within 5 business days after approval of Exhibitor's application for display space, and failure to do so may result in forfeiture of the Exhibitor's display space.

5. In the event the convention center is destroyed by fire or the elements or if any circumstance whatsoever should occur which makes it impossible for Show Management to permit Exhibitors to occupy the premises or if the show is cancelled, the Exhibitor shall pay for space only for the period the space was occupied by such Exhibitor. ICAA, Show Management and the Center will be in no way responsible for any claims or damages, which might arise in consequence thereof. A refund of monies received from the Exhibitor will be made on a pro rata basis by ICAA for each whole day that the show is not held as proposed and ICAA shall be released from any and all claims for damages or otherwise.

6. Payment of display space is due immediately upon approval of application. Cancellations must be received at the ICAA office in writing. Refunds will be issued (minus a \$500.00 administrative fee) if cancellation is received prior to June 1, 2020. If the Exhibitor cancels after June 1, 2020, no refund of the display space fee will be issued. ICAA does not issue purchase order numbers; invoices are available on request. Acceptable methods of payment are: Visa, MasterCard and checks.
7. ICAA and Show Management reserve the right to reject or prohibit exhibits, or any parts of exhibits which they consider objectionable, dangerous, or are not consistent with the purposes of the Show or are not of an appropriate nature in the sole discretion of ICAA
8. Placement of the Exhibits or Exhibitors' space in the floor plan is at the sole discretion of ICAA and Show Management and may be relocated when, in Show Management's opinion, such moves are deemed necessary. A photograph or sketch of the Exhibitor's display may be required by Show Management. Exhibit location and/or space allotted is at the discretion of Show Management and is never guaranteed from year to year, and in particular exhibit location or size in 2020 will not be guaranteed to be provided again in 2021.
9. The Exhibitor application and contract are not transferrable. Subletting of a booth or equipment space by the Exhibitor is prohibited. The exhibit location is to be used exclusively for the purpose shown on this Agreement.
10. All exhibits must be contained wholly within contracted space. Height restrictions to exhibit materials do apply in certain rooms and must be adhered to. ICAA maintains a good neighbor policy in that all draped booth space displays must not reduce visibility into a neighboring booth. ICAA reserves the right to move such displays as to maintain this policy. Distribution of any printed matter, souvenirs or other material must be restricted to contracted space. No soliciting will be allowed outside the exhibit area within the Center by the Exhibitor unless expressly approved in writing by ICAA.
11. No exhibit may be more than eight (8) feet in height and sidewing displays, pipe racks and the like may be as much as eight (8) feet in height provided they do not extend out toward the aisle more than five (5) feet from the back wall of the display. The remaining five (5) feet (of the 10 foot display dimension) out to the aisle may not be more than four (4) feet in height. Unfinished components must be draped at Exhibitor's expense.
12. Custom construction and booth design must be approved in writing and in advance by ICAA.
13. All emissions from display equipment that cannot be confined (TV's, projectors, sound equipment, lights, welders, etc.) shall be the responsibility of each Exhibitor to insure that the levels emanating from their exhibit space, electrical or mechanical apparatus, shall not be at a level which will disturb or interfere with other exhibitors or event patrons in surrounding areas. Undue noise or dangerous or unseemly methods of demonstrations employed while operating exhibits will not be tolerated. Show Management is authorized to require an Exhibitor to relocate or remove display equipment and/or to reduce sound or light emissions. No speakers or other broadcast media may emit for than 75 decibels.
14. Exhibits must be fully set-up and have personnel on location during all trade show hours, beginning Tuesday, October 27 at 11:00am and continuing up to and inclusive of Wednesday, October 28 at 5:30pm (Subject to change). Failure to comply may result in forfeiture of the Exhibitor's rights under this Agreement and any amount paid hereunder.

15. Exhibitors will be required to abide by all rules and regulations as established by the management of the Long Beach Convention and Entertainment Center AND Decorator. Specifically:

- a) Only authorized Center staff are permitted to operate Center equipment, unless otherwise granted permission by the Center.
- b) Exhibit furnishing, product or equipment can only be brought int to the hall from a private vehicle through the dock doors and must order "cart" service for unload and move to exhibitors booth. No wheeled carts of any sort are allowed through the front doors.
- c) No distribution is permitted of helium filled balloons, stickers or any items which may cause damage to the facilities or other exhibits. Painting or fastening to walls, floors, ceiling or any part of the building is not permitted. Attaching signs or display material to the show contractor's equipment will be by approved methods only.
- d) Any damage to the building indoors and outdoors will be the responsibility of the Exhibitor.
- e) Smoking is not permitted in the Center or anywhere within 20 yards of its entrances and exits.
- f) All food and beverages must be ordered through the Center - no outside food is allowed in the hall. Requests for company sponsored food or beverage that is not a usual and customary product of the Center must be approved 30 days prior to move in and all costs and permitting associated with the product will be the sole responsibility of the Exhibitor. The Center is the sole decision maker of any product.
- g) Company representatives of an Exhibitor will not be allowed to conduct any business at the Show unless they have paid booth space.
- h) The Exhibitor agrees that no display will be dismantled or goods removed during the entire length of the Show but must remain intact until 5:30 p.m. on Wednesday, October 28, 2020 (Subject to change) unless expressly agreed in writing by ICAA. Failure to abide by this regulation could result in forfeiture of future ICAA show contracts. The Exhibitor also agrees to remove its exhibit, equipment and appurtenances from the Center premises at, and not earlier than the final move-out time on October 28, 2020 day at 5:30 p.m. (Subject to change), or in the event of failure to do so, the Exhibitor agrees to pay for such additional costs as may be incurred. The Exhibitor must complete such removal no later than 6:00 pm on that date (Subject to change).
- i) The Exhibitor agrees to observe all fire regulations and maintain acceptable fire prevention practices as required by the authority having jurisdiction over these matters.
- j) Such other requirements as may be established by ICAA, Decorator and the Center.

16. Show Management reserves the right to appoint all Show services, and will make all information available to Exhibitors. Carpets, furniture, additional draping, etc. may be rented from display contractors. Such display items specifically are not covered by this contract.
17. ICAA may photograph or otherwise record the show and exhibits and Exhibitor expressly agrees to the usage by ICAA for any purpose of images of Exhibitor's exhibit, goods, materials and likeness of its personal.
18. No photography, videotaping or recording by any means within the Centre Show place will be permitted by the Exhibitor without prior written approval of ICAA.
19. Freight charges, Shipping and storage of Exhibitor's goods and materials shall be solely for the account of the Exhibitor and move-in shall be restricted to the periods on Monday, October 26, 2020 between 1 pm to 11 pm and on Tuesday, October 27, 2020 from 7 am to 11 am. (Subject to change).
20. Any product sold on site must have a clear refund or return policy. Articles sold on the tradeshow floor are subject to local sales taxes. It is the Exhibitors sole responsibility to submit said forms with the appropriate taxes.
21. Every Exhibitor and its employees and agents must be aware of and abide by all workplace safety laws and regulations applicable in the State of California.
22. That any breach of the terms and conditions of this contract by the Exhibitor or his/her agent(s) shall cause Show Management to take whatever remedial action may be required immediately and may involve cancellation of any and all Exhibitor's rights and privileges and the removal of the Exhibitor's display and effects. Show Management reserves the right to refuse future applications from an Exhibitor who has been found to be in breach of this agreement.
23. Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and save harmless ICAA SERVICES INC. INTERNATIONAL COUNCIL ON ACTIVE AGING, LONG BEACH CONVENTION AND ENTERTAINMENT CENTER and DECORATOR together with other show vendors and exhibitors and the employees and agents of each (all of which are hereafter the "Indemnified Parties) against all claims, losses and damages to persons or property, governmental charges or fines, and attorney fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding only such liability caused by the sole negligence or intentional acts or omissions of the Indemnified Parties, their employees or agents
24. The Indemnified Parties do not maintain insurance covering an exhibitor's property. It is the sole responsibility of the exhibitor to obtain the appropriate amount and type of insurance to cover its property, agents or employees from theft, damage by fire, accident or any other cause whatsoever. The Indemnified Parties will not be responsible for any injury that may occur at exhibits or to an exhibitor's employees, or for the loss of, or damage to, any material from any cause whatsoever, whether in transit, or during the Show, regardless of whether they or any of them furnishes attendants, guards or night watchpersons.

25. This Exhibitor Contract shall be governed by and interpreted pursuant to the Laws of British Columbia, Canada and any dispute (“Dispute”) between ICAA and the Exhibitor pursuant to this Contract or otherwise shall be referred to and finally determined by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its rules. Unless otherwise expressly agreed in writing the place of arbitration shall be Vancouver, British Columbia.

Signed on [date] _____

Exhibitor (authorized representative)