



2023 BCA BILLIARD & HOME LEISURE EXPO (In Partnership with Amusement Expo International)

EXHIBITOR RULES AND REGULATIONS

EXHIBIT DAYS: MARCH 29-30, 2023

LOCATION: LAS VEGAS CONVENTION CENTER

CENTRAL HALL 3

LAS VEGAS, NEVADA

Read Carefully – Avoid Misunderstandings

(Note: The word "Exhibitor" refers to applicant for exhibitor space named on contract; "Exhibitor Facility" and/or "Facility" refers to the Las Vegas Convention Center, Las Vegas; "Expo Management" refers to W.T. Glasgow, Inc., Meeting Expectations, Inc., Amusement Expo International, Billiard Congress of America (BCA), their agents and/or employees.

1. EXPO OVERVIEW

BCA Billiard & Home Leisure Expo 2023 (BCA EXPO 2023) is a trade expo sponsored by the Billiard Congress of America, providing a business marketplace for all forms of billiard, game room and home leisure merchandise, accessories and services. The 2023 BCA Expo is collocating with Amusement Expo International.

2. DEFINITIONS

The Billiard Congress of America ("BCA") operates BCA EXPO 2023. BCA EXPO 2023 is managed by Meeting Expectations, Inc. Amusement Expo International is managed by W.T. Glasgow, Inc. BCA Expo 2023, Meeting Expectations, Inc. Amusement Expo International and W.T. Glasgow are hereafter referred to as "Expo Management". The exhibit hall, parking lots, air space and grounds of the Las Vegas Convention Center (the "Facility") are hereafter collectively referred to as the "Exhibit Areas." The Exhibit Space Rental Application and Contract (the "Contract"), these Exhibitor Rules and Regulations and any other regulations adopted by Expo Management shall constitute the agreement between the BCA EXPO 2023 and the Exhibitor and shall be hereafter referred to as the "Agreement." The company and executing party to the Contract, all company key personnel listed in the Contract and all additional persons for whom the company applied for badges in the Contract are hereafter collectively referred to as "Exhibitor."

3. AGREEMENTS

A. Binding Agreement. The Exhibitor, by execution of the Contract, agrees to be bound by the rules and regulations set forth in the Agreement and by any such amendments or additional rules and regulations established by Expo Management. All terms and conditions of this Agreement shall be binding upon Exhibitor, its heirs, representatives or assignees and such terms and conditions cannot be modified or waived by any oral representation or promise of any agent or other person of Expo Management unless such modification or waiver is made in writing and is executed by duly authorized agents of Expo Management.

B. Compliance. Exhibitor agrees to comply with all rules and regulations of the Facility, including, without limitation, those relating to safety, provision of support services and compliance with collective bargaining agreements.

C. Rental Permit. Subject to the Agreement, BCA EXPO 2023 hereby rents to Exhibitor the exclusive permit to use the booth or booths listed in the Contract for the display of products and services, deemed appropriate for the BCA Expo by Expo Management and for no other purpose during the Expo. In addition, BCA EXPO 2023 grants Exhibitor the non-exclusive use, in common with other exhibitors, of aisles and access ways but only during the move-in and move-out periods specified in these Exhibitor Regulations. Violations of this Agreement shall result in the cancellation of this permit, the forfeiture of any advance or booth rental fee made by Exhibitor, and the removal of Exhibitor and its exhibit from the facility. Exhibitor agrees not to sublease any or all of the booth space rented by this Agreement. This rental permit confers no real property interest in fee, or otherwise to Exhibitor, and any attempted

"subleasing" of booth space is null and void and shall constitute a material breach of this Agreement, for which advances and fees paid shall constitute liquidated monetary damages, and shall result in the cancellation of the permit granted herein.

4. ELIGIBILITY

A. Expo Management Rights. Expo Management reserves the right to determine eligibility of Exhibitor for inclusion in the Expo, both prior to and after execution of the Agreement. Expo Management reserves the right to reject applications for space or terminate this agreement with or without cause, and in its own discretion based on its belief regarding the interests of the Expo.

B. Products Displayed. Products to be displayed must be billiard or home recreation related products or services. Exhibitor agrees to advertise or display only such products that are generally used in a manner that conforms to State, Federal, or other applicable laws or regulations. Exhibitor shall not display any product or display or distribute advertisements for a product that infringes upon the registered trademark, copyright or patent of another company, as has been determined by a court of competent jurisdiction. Exhibitor shall not display any products, promotional materials or advertisements relating to products or services other than those manufactured, marketed, provided or sold by Exhibitor.

Expo Management, in its sole judgment, will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products that may be in violation of this paragraph, do not meet the BCA EXPO 2023 objectives or conform to these regulations.

C. Booth Location Priority. Any authorized booth assignments/selections are subject to the BCA Expo seniority rules implemented by Expo Management. Companies will earn one (1) seniority point for each year the Exhibitor exhibits in the BCA Expo and one (1) point for each booth that the Exhibitor rents each year of the BCA Expo.

D. Forfeiture. Seniority points are forfeited as follows:

1. Failing to exhibit in the BCA Expo will result in a forfeiture of all accrued seniority points.
2. Discontinuing operations of the company.
3. Sale of the company and the acquired company does not exhibit under the name of the acquiring company or the acquired company.
4. The acquiring company sells or discontinues operations of the acquired company.
5. The sale of product, product line or name does not constitute the sale of a company. If the sale causes the exhibiting company to discontinue operations, all points are forfeited.
6. Exhibitors can lose all or a portion of their seniority points at the discretion of Expo Management as the result of exhibit infractions, including, but not limited to:
 - a) An exhibit that is in violation of BCA EXPO 2023 regulations that is not corrected when Expo Management notifies Exhibitor.
 - b) Any action that is in violation of the Agreement.
 - c) Subleasing of exhibit space, which is not permitted under the Agreement, without written permission of Management.
 - d) Any behaviors of poor character that Expo Management considers objectionable to the BCA Expo 2023 well-being or anything detrimental to the image of Expo Management.
 - e) Seniority points are forfeited if used to acquire exhibit space for a company other than Exhibitor possessing the points. Forfeited seniority points are not redeemable. Expo Management is the final authority.

5. APPLICATION AND FEES

A. Member/Non-Member Rates. Exhibit space rates will be for BCA members and non-BCA members. In order to qualify for the BCA member rates, exhibitors must be a member of the Billiard Congress of America in good standing as of January 6, 2023. All exhibitors selecting BCA Member Rates after January 6, 2023 must be an active BCA Member or pay for 2023 BCA Membership dues at time of Contract. Failure to meet this requirement or deadline will result in irreversible re-invoicing of booth space at the non-

member rate. Further information regarding membership should be directed to the Billiard Congress of America directly at 303-243-5070, ext. 23.

B. Payment Deadline. Failing to make timely payments pursuant to this paragraph shall be a material breach of this Agreement and shall affect cancellation of the permit granted herein. Expo Management and BCA EXPO 2023 reserve the right to allocate such forfeited space to other exhibitors. Exhibitors who fail to make timely payments resulting in cancellation of exhibit space will lose seniority points. These remedies are in addition to any other contractual or legal rights and remedies available to BCA EXPO 2023 and Expo Management.

C. Fees. Exhibit space rental fees are based on the following schedule:

- a) Category 1, 2, 3 Member Companies who submit their Exhibit Space Contract before December 31, 2022 shall pay \$2,195 per 10'x10' booth.
- b) Category 4 Member Companies who submit their Exhibit Space Contract before December 31, 2022 shall pay \$2,495 for the first 10'x10' booth, and \$2,195 for each additional booth.
- c) Non-Member Companies who submit their Exhibit Space Contract before December 31, 2022 shall pay \$2,695 for the first 10'x10' booth and \$2,195 for each additional booth.
- d) Category 1,2,3 Member Companies who submit their Exhibit Space Contract after January 1, 2023 shall pay \$2,395 per 10'x10' booth.
- e) Category 4 Member Companies who submit their Exhibit Space Contract after January 1, 2023 shall pay \$2,695 for the first 10'x10' Booth and \$2,395 for each additional booth.
- f) Non-Member Companies who submit their Exhibit Space Contract after January 1, 2023 shall pay \$2,895 for the first 10'x10' booth and \$2,395 for each additional booth.

D. Deposits. Deposits must be received with the signed Exhibit Space Contract and are non-transferable. When the Exhibit Space Contract is submitted prior to December 31, 2022:

- 25% of total value of contract due upon signature
- 75% of total value of contract is due 12/1/2022
- 100% of total value of contract is due 1/31/2023

When the Exhibit Space Contract is submitted after December 31, 2022:

- 75% of total value of contract must be submitted with signed contract
- 100% of total value of contract is due 1/31/2023

Failure to meet these terms will result in loss of booth selection, and exhibitor is subject to cancellation terms.

E. Cancellations and Refunds. Request for and approval of cancellation of any exhibit space must be made in writing. The following refund schedule will be strictly adhered to for cancellation or downsizing. When written notification is received:

- Before Close of Business on 12/1/2022, all but \$250 per booth will be refunded.
- Between 12/2/2022 and 12/31/2022, all but \$1,000 per booth will be refunded.
- After 12/31/2022, exhibitor is liable for 100% of total booth space contracted. No refunds.

The parties acknowledge that specific monetary damages incurred by Expo Management, as a result of such late cancellation are impossible to determine and agree that 100% of the total rental payment is a reasonable amount to compensate Expo Management. Thus, there will be no refunds for space canceled after December 31, 2022, for any reason whatsoever, even if the BCA Expo is sold out or booth is resold. Expo Management shall not be liable for interest on any amount refunded.

6. EXHIBIT SPACE SELECTION

A. Method. A completed and signed Exhibit Space Contract must be submitted to select booth space. Booth selection prior to November 4, 2022, will be according to accumulated seniority points. After November 4, 2022, booth selection will be made on a first-come, first-serve basis. Booth selection will be eliminated if payments are not made according to the payment terms specified on the Exhibit Space Contract.

B. Floor Plan. Space selection shall be as indicated on the Contract. However, should conditions or situations warrant, Expo Management reserve the right to rearrange Exhibitors or adjust the floor plan to accommodate the best interest of the BCA EXPO 2023. The floor plan maintained by Expo Management shall be the official floor plan. Changes may occur at any time to accommodate the BCA Expo needs.

C. Subletting Space. Exhibitor shall not assign, sublet, share or apportion the whole or any part of the space allotted without permission from Expo Management.

7. ADMISSION REGULATIONS

A. Badges. Admission to the Expo is by official BCA-issued Expo badge. A badge must be worn at all times, including setup and teardown. Badges are the property of Expo Management and are non-transferable. Exhibitor shall obtain badges solely for personnel employed by the Exhibitor and not for dealers, distributors, contractors or suppliers of the Exhibitor.

B. Pre-Expo Hours Entry. Exhibitor personnel are allowed to enter the hall one hour before the BCA Expo opening each exhibit day. Any Exhibitor requiring earlier entry must obtain written permission from Expo Management.

C. Exiting the Hall. Exhibitors must exit the hall at the specified and posted times during setup and teardown.

D. Minors. Minors under the age of eighteen (18) will not be allowed on the BCA EXPO 2023 floor at any time during set-up and tear-down days.

8. OPERATION AND CONDUCT

A. Regulation & Restriction. Expo Management reserves the right to regulate and/or restrict exhibits to suitable methods of operation and display of materials. If for any reason an exhibit and/or its contents are deemed objectionable by Expo Management, the exhibit shall be subjected to removal at Exhibitor's sole expense. This reservation includes persons, things, conduct, printed matter, signs or any items of poor character that in the sole judgment of Expo Management is detrimental to the Expo. In the event such a removal or restriction is enforced, Expo Management shall not be liable for refunding exhibit space rental fees or exhibit equipment rental fees. Exhibitor hereby expressly waives any and all rights, claims, actions or demand for damages, costs and expenses, including legal fees, against the Expo Management, its directors, officers, agents, employees and/or servants for such amendment or removal.

B. Prohibited Displays. No animals, reptiles, birds, rodents, or insects may be used as part of any exhibit or display. Robots may be used only upon the written consent of Expo Management, and must be confined to the exhibit space rented. No helium balloons are permitted within the Exhibit Area.

C. Conflicting Entertainment. Exhibitor shall not conduct any event or engage in any activity at the Facility during the Expo hours that would cause a reduction in attendance from the BCA Expo floor. Any Exhibitor who violates this rule jeopardizes participation in future BCA Expos and will lose all BCA Expo seniority points.

D. Exhibit Obstructions. Exhibitor is not allowed to obstruct the view, occasion injury or adversely affect the displays of other exhibitors. In addition, Exhibitor and any person acting by or for Exhibitor shall not permit an exhibit; the product displayed therein, signs, displays, promotional materials or advertisements, to obstruct the view of aisles.

E. Exhibit Personnel. All personnel, models/demonstrators must be properly clothed and dressed appropriately at all times and must confine their activities to the contracted exhibit space. Personnel may not enter the exhibit space of another exhibitor without permission from that exhibitor and at no time may anyone enter an exhibit space that is not staffed. Exhibitors who permit their personnel to enter the exhibit space of another exhibitor, without permission from that exhibitor, are themselves subject to penalties as stated in the Exhibitor violation policy located online in the Exhibitor Guide.

F. Use of Carrying Devices. Dollies, carts and other rolling devices will not be permitted on the exhibit floor during exhibit hours without the written consent of Expo Management.

G. Damage. Exhibitor is responsible for all damage to property caused by Exhibitor or its personnel. Should such damage occur, Exhibitor is liable to the owner of the damaged property.

H. Advertising. Exhibitor shall not, without the consent of Expo Management, distribute or permit to be distributed any advertising matter or program, including but not limited to, literature, souvenir items or promotional materials in or about the Facility including the Facility's parking lot, outside Exhibitor's allotted exhibit space. Exhibitor shall not post any sign or poster of any description except where authorized by the Facility and Expo Management.

I. Food and Beverages. Alcoholic beverages may not be served within an Exhibitor's exhibit space without written permission from Expo Management. Exhibitors receiving permission to serve alcoholic beverages must provide a certificate of insurance for Liquor Liability naming Expo Management as additional insured. Alcoholic beverages may not be served during exhibit setup or move-out under any conditions. Exhibitors must have approval of Expo Management before dispensing or distributing any food, snacks or beverage items; and any food and/or beverage items served within an Exhibitor's exhibit space must be provided by the official Facility caterer. Preparation of food within the Exhibit Areas is prohibited.

J. Photography/Video Recording.

With today's new technology it is increasingly more challenging to monitor camera use on the show floor. Also given that BCA EXPO 2023 and Amusement Expo International are working to increase social media outreach, Event Management asks that all Exhibitors monitor photography within their booths.

Please contact Event Management for any issues with an attendee at the Expo regarding photos in the booth.

K. Authority. Expo Management is the final authority on all matters relating to operation and conduct.

9. VIOLATIONS

Exhibitor shall be bound by the rules and regulations set forth herein, and by such additional rules and regulations that may be established by the Facility or Expo Management. Expo Management shall have the power to adopt and enforce all BCA Expo rules and regulations, and its decision on these matters will be final. All matters and questions not covered by the Agreement shall be subject to the final judgment and decision of Expo Management.

Any violation by Exhibitor of any of the terms and conditions herein shall subject Exhibitor to cancellation of the Agreement, cancellation of the permit to occupy exhibit space and to forfeiture of any monies paid on account thereof. Upon due notice of such cancellation, Expo Management shall have the right to take possession of Exhibitor's space, remove all persons and properties of Exhibitor and hold Exhibitor accountable for all risks and expenses incurred in such removal.

If an Exhibitor observes any activities that may be in violation of the regulations, the Exhibitor is to bring the violation to the attention of Expo Management.

10. COMPLIANCE WITH LAWS

A. Exhibitor agrees to comply with and be bound by all laws of the United States and the State of Nevada, all ordinances of the City of Las Vegas and wherever applicable, all rules and regulations of the city's Police Department and Fire Department and those policies and criteria that have been established by the Facility for use of the Exhibit Areas. This includes a prohibition against displaying any products that violate a) any Exclusion Orders or b) any trademark rights.

B. Fire Regulations/Fireproofing Codes. Exhibitor must conform to all standard fire codes of the City of Las Vegas. All display materials must be made of fire-retardant materials and subject to fire inspector's approval. Crepe paper, corrugated paper, cardboard or other combustible materials shall be prohibited. Combustible materials, explosives, or welding are not permitted in or around the Exhibit Areas unless special permission has been granted by the Fire Marshal. Exhibitor shall not allow its display to block the view of, or impede access to, fire alarm boxes, fire hose cabinets, fire extinguishers or other safety equipment.

Smoking is prohibited in the Facility during setup and move-out and during the entire Expo.

C. Electrical. Electrical equipment and wiring require evidence of testing and approval by a nationally recognized testing laboratory. All wiring must be three-wire and grounded. Wiring that touches the floor must be "SO" cord (min. 14 gauge/3 wire) that is insulated to qualify for "extra hard usage." Cord wiring above floor level can be "SJ", which is rated for "hard usage." The use of open clip sign sockets, latex, plastic or lamp cord wire in displays, or two-wire clamp-on fixtures is prohibited. Zip cord or two-wire cords are unacceptable at the Facility because they are ungrounded and could result in safety hazards. Cube taps are prohibited.

D. Inspection. All displays will be inspected during the setup days and any exhibitor deviating from the regulations must make modifications to the Exhibit at Exhibitor's expense prior to the BCA EXPO 2023 opening.

11. EXHIBITOR APPOINTED CONTRACTORS

Each Exhibitor may provide his own booth furnishings, and may specify his own independent service contractor for the erection and dismantling of the booth provided that written notice of intent to use an independent contractor is received by Expo Management no later than Friday, February 10, 2023 and that BCA EXPO 2023 and Amusement Expo International's labor and insurance regulations applying to independent contractors are met. Local regulations, licensing and labor agreements must be followed. For convenience the official decorator will rent, on advance order, appropriate furniture of all kinds, carpet and other accessories, and also will provide signs (other than standard booth identification) at Exhibitor's expense. The Online Exhibitor Services Guide will contain service order forms and additional information. Exhibits will not be permitted to leave the building at any time after installation until final closing of the Expo unless special permission is obtained in writing from Expo Management.

12. FREIGHT HANDLING

Teamsters Local #631 has jurisdiction through a labor agreement with FREEMAN for the loading and unloading of all trucks, trailers, and common and contract carriers as well as the handling of empty crates and the operation of material handling equipment. It also has the jurisdiction for the unloading, uncrating, leveling, painting and assembly of machinery and equipment as well as the reverse process. FREEMAN has the responsibility of receiving and handling all the exhibit materials and empty crates. It is Freeman's responsibility to manage docks and schedule vehicles for the smooth and efficient move-in/move-out of the trade event. FREEMAN will not be responsible for any material it does not handle. An Exhibitor may "hand carry" material provided it does not use material handling equipment. When Exhibitors choose to "hand carry" materials, no access to the loading dock/freight door areas will be permitted.

13. LABOR CONTRACTS AND AGREEMENTS

The Exhibitor agrees to abide by all agreements made between Event Management, the unions, the official Event service contractor, the Las Vegas Convention Center or any of its agents pertaining to using union labor in the exhibit areas.

14. USE OF UNION LABOR

In order to conform to union contract rules and regulations, it will be necessary that all Exhibitors use qualified union personnel for the various services required when installing and dismantling exhibits and for material handling within the Event, including, but not limited to: off-loading and delivery of exhibit/display materials to exhibit space; pick-up, storage and return of empty crates; expedition of out-bound shipping; exhibit/display materials set-up and tear-down; and exhibit space cleaning.

To assist Exhibitors in planning for participation in the Event, Event Management is certain Exhibitors will appreciate knowing in advance that union labor will be required for certain aspects of exhibit handling. To help understand the event site work rules, please read the following:

15. EXHIBIT LABOR

Teamsters Local Union #631 has jurisdiction through a labor agreement with FREEMAN for the erection, touch-up, dismantling, and repair of all exhibits when this work is done by persons other than the Exhibitor's full-time company personnel. This work is to include wall coverings, floor coverings, pipe and drape, painting, hanging of signs and decorative materials from the ceiling, placement of all signs and the erection of platforms used for exhibit purposes. Local #631's jurisdiction does not cover the placement of the products on display, the opening of cartons containing products, nor the performance, testing, maintenance or repairs of products.

16. BMI, ASCAP, SESAC

Exhibitor that warrants and represents that no music, literary or artistic work or other property protected by copyright, nor the name of any performing individual or group protected by trademark will be performed, reproduced or used incident to the Exhibitor's participation in the Event, unless the Exhibitor has previously thereto obtained written permission from the copyright or trademark holder. The Exhibitor acknowledges that the Exhibitor acts under this Agreement as an independent contractor, charged with the responsibility in its sole discretion for selection, performances, reproduction and use of such musical, literary and artistic works and such individual performer or group of performers as it deems appropriate and that it undertakes strict compliance with all

laws respecting copyrights and trademarks and the performance, reproduction and use of musical, literary and artistic works or the use of the name of the performer or performing individuals or group.

The Exhibitor warrants that in the performance of this Agreement, the Exhibitor will not infringe any statutory common law or other right of any person in performing, reproducing or otherwise making use of any work or material or performer or performing group. The Exhibitor agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged or produced by the Exhibitor, its agents or employees upon or within the premises covered by this Agreement, including but not limited to, royalties or licensing fees due to BMI, ASCAP or SESAC. Exhibitor will indemnify, save and hold harmless the Indemnified Parties from and against all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character whatsoever with respect to copyright and trademark rights, royalties and fees and the performance, reproduction and use of musical, literary and artistic works or in the name of a performing individual or group.

17. ACCESS CONTROL

General overall 24-hour access control service for surveillance of the Facility only will be provided during BCA EXPO 2023, from the beginning of setup to the end of move-out. Individual exhibit security, where desired, is the responsibility of, and must be obtained by Exhibitor. Expo Management and the Facility assumes no responsibility for, and shall not be held responsible for goods delivered to the Exhibit Areas, for materials left in the Exhibit Areas at any time, or for the loss of any material by any cause. Exhibitor hereby expressly releases Expo Management, BCA Expo, Amusement Expo and Facility, their directors, officers, agents, employees and servants from liability for damages to and loss of any items.

18. DAMAGES AND INSURANCE

Exhibitor is responsible for all damage to property caused by exhibitor personnel. Should such damage occur, exhibitor is liable to the owner of the damaged property.

Exhibitor shall be liable for, and shall insure against, all injuries or damages caused by the acts or omissions of the exhibitor or its employees, representatives, servants, agents, licensees, invitees, patrons, guests or contractors.

Exhibitor agrees to obtain and furnish to Event Management at least thirty (30) days prior to set-up a certificate of insurance showing that there is in effect a policy of a minimum of \$1,000,000 combined single limit bodily time in order to avoid a 15% freight handling surcharge.

To request a change in the assigned freight target time, write to:

Attn: Ted Merich — Amusement Expo International, BCA EXPO 2023

Email: ted.merich@freemanco.com

Exhibitor shall obtain workers compensation insurance, and provide proof of same, to Expo Management, for all exhibitors' employees.

The Exhibitor is responsible for any and all demands on account of any injury or death, or damage to property occurring in or upon any portion of the Facility leased or used by exhibitor which are caused by the acts or omissions of exhibitor, or their employees, representatives, servants, agents, licensees, invitees, patrons, guests, or contractors. Exhibitor is also solely responsible for any injuries or damages sustained or caused by it in connection with the BCA EXPO 2023 whether or not they occur at the Facility. This includes, but is not limited to, booth construction, booth set-up, travel to or from the BCA EXPO 2023, activities of the Exhibitor's employees or third parties subject to the supervision of Exhibitor, or any other activities carried on in connection with the BCA EXPO 2023. Exhibitor shall defend, indemnify and hold harmless Expo Management and the Facility, their officers, employees, and agents from and against any and all claims, demands, actions, causes of actions, penalties, judgements, and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for injury to and death of persons, and damage to and loss of property which are caused by, arise from or grow out of exhibitor's use or occupancy of the premises or from any breach by exhibitor of any condition of this contract, or from any act or omission of exhibitor, or their employees, representatives, servants, agents, invitees, patrons, guests, licensees, or contractors. The Exhibitor agrees to make no claim for any act or omission of Expo Management taken in accordance with the Exhibitor Regulations.

19. DISRUPTION OF BCA EXPO 2023

In the event the Facility or any part thereof shall be destroyed, damaged by fire or any other cause, or if any casualty or unforeseen occurrence, including but not limited to Acts of God, Government or terrorism, strikes or civil riot, epidemics or pandemics, shall render the fulfillment of this Agreement impractical or impossible, then and thereupon the parties to the Agreement shall amend the Agreement in a fashion that shall be mutually acceptable or the Agreement shall be terminable by BCA at its option. In the event that the Agreement is terminated, Exhibitor shall receive a rebate of exhibit fees for that portion of the permit remaining after this Agreement shall have been terminated less Exhibitor's proportionate share of the expenses incurred by Expo Management or BCA EXPO 2023 for the promotion and production of the BCA EXPO 2023. Exhibitor hereby waives any other claim for damages or compensation for such termination.

No monies will be returned should the dates or location of the Expo be changed by Expo Management, but Exhibitor will be assigned space that the Exhibitor agrees to use under these same rules and regulations. Expo Management shall not be financially liable in the event the Expo is interrupted, cancelled, moved or dates changed except as provided herein.

20. WAIVER OF LIABILITY

Neither Expo Management nor the Facility shall be responsible for any damage or injury that may happen to Exhibitor or Exhibitor's agents, servants, employees or property from any cause whatever except the gross negligence or willful misconduct of Expo Management, its servants or employees, arising out of Expo Management duties and responsibilities under the Agreement during the period covered by the permit granted herein. Exhibitor expressly releases Expo Management, its directors, officers, agents, employees and/or servants from, and agrees to indemnify such persons against any and all claims, costs and expenses, including legal fees, demands, payments, actions, judgments and liabilities of every kind and character whatsoever for any such loss, damage or injury.

Expo Management, its staff, employees or agents assume no responsibility or liability whatsoever in matters relating to restrictions imposed on any Exhibitor by any governmental agency.

21. ASSIGNMENT

Assignment of this Agreement or any of the rights arising hereunder is hereby expressly prohibited except where this Agreement is assigned in connection with the sale or other transfer of the assignor's trade or business to the assignee, but any such assignee of Exhibitor shall not display product or materials relating to product or services other than those manufactured, marketed, provided or sold by the assignor at the Summit. Any assignment in violation of this section constitutes a cancellation of this Agreement and a forfeiture of any advance or fee paid by Exhibitor.

22. INDEMNITY

Exhibitor agrees to conduct its activities within the Facility so as not to endanger any person lawfully thereon or property therein and to indemnify and save harmless Expo Management and the Facility, their officers, directors, agents or employees and servants against any and all claims, costs and expenses, including legal fees, demands, payments, actions, judgments and liabilities of every kind and character whatsoever (including court costs and reasonable attorneys' fees) arising out of the activities or omissions of the Exhibitor, its employees, representatives, agents, licensees, invitees, patrons, guests or contractors. Such indemnification payments shall be payable upon demand. If the Facility, or any portion thereof shall be damaged through the terms of this Agreement by the act, default or negligence of Exhibitor, its employees, representatives, agents, licensees, invitees, patrons, guests, contractors or any person admitted to the Facility by Exhibitor, Exhibitor shall pay to Expo Management or the facility, or both upon demand, such sums as may in total be necessary to restore the facility to its present condition. Exhibitor hereby assumes full responsibility for the acts and conduct of all persons acting for the Exhibitor.

23. HOLD HARMLESS

Exhibitor hereby expressly waives any right and all claims, action and demand for damages, cost and expenses, including legal fees, resulting from any or all acts committed by the Exhibitor in violation of this Agreement.

24. EXHIBITOR REPRESENTATIVE

The executor of the Contract is an official representative of Exhibitor and has the authority to act on behalf of Exhibitor in all matters relating to the BCA Expo and Amusement Expo International.

REMINDER:

The attached contract, these Exhibitor Regulations and Display Rules and Regulations constitute a legally binding agreement between BCA EXPO 2023, Amusement Expo International and the Exhibitor upon acceptance in writing by Expo Management.

By completing the Exhibit Application/Contract, you agree and consent to these Exhibit Regulations, which you have read, understand and accept.