



RTX Austin 2017 Exhibitor Application

July 7 – 9, 2017
Austin Convention Center

Company Name

Contact Email

Pre-Show Contact Name

Pre-Show Contact Phone

On-Site Contact Name (if different)

On-Site Contact Phone (if different)

Mailing Address

City State

Zip/Postal Code Country

Terms and Conditions

1. This Exhibitor Application is subject to the attached License and Exhibition Agreement, which is incorporated by reference herein.
2. 50% deposit required upon completion of this application; 100% payment due by 5/1/2017.
3. Downsizing, Cancellation, Withdrawal: 30% of License Fee Differential applied for downsizing. Total payment due for cancellation or withdrawal after 5/15/2017.
4. If exhibit space is licensed after 5/1/2017, the full payment is required upon completion of this application.
5. The person(s) signing this document expressly warrants that he or she is authorized by Company to execute this Exhibitor Application and License Agreement. The person(s) also acknowledges that he or she has read and accepted the exhibitor rules and regulation set forth in this License Agreement.

Acknowledgement:

By signing below, I acknowledge that I have read and understood the general terms and conditions and understand that filling out this application is not a guarantee of space.

Exhibitor Signature Date

Printed Name

RETURN THIS COMPLETED FORM BY EMAIL TO:
Megan.Castro@roosterteeth.com

QUESTIONS:
Megan Castro
512-579-6077
Megan.Castro@roosterteeth.com

Credit Card Authorization
Email to Megan.Castro@roosterteeth.com

Total Amount Due: Total must be paid in full by 5/1/2017

Amount Paid Now: 50% deposit due upon completion of this application

Date to charge remaining balance:

Credit Card: Visa Mastercard
 American Express Discover

Card Number

Expiration

Billing Address

City State

Zip/Postal Code Country

Full name as it appears on the card

Cardholder Signature

1. EXHIBIT SPACE

		Select	
10 x 10 Booth	\$1,500	<input type="checkbox"/>	_____
<ul style="list-style-type: none"> Includes 1 table, 2 chairs, and 3 exhibitor badges 			
10 x 20 Booth	\$2,800	<input type="checkbox"/>	_____
<ul style="list-style-type: none"> Includes 2 tables, 4 chairs, and 6 exhibitor badges. 			
10 x 30 Booth	\$4,200	<input type="checkbox"/>	_____
<ul style="list-style-type: none"> Includes 3 tables, 6 chairs, and 9 exhibitor badges. 			
10 x 40 Booth	\$5,600	<input type="checkbox"/>	_____
<ul style="list-style-type: none"> Includes 4 tables, 8 chairs, and 12 exhibitor badges. 			
20 x 20 Booth	\$5,600	<input type="checkbox"/>	_____
<ul style="list-style-type: none"> Includes 4 tables, 8 chairs, and 12 exhibitor badges. 			
Corner Premium	\$300	<input type="checkbox"/>	_____
End Cap	\$550	<input type="checkbox"/>	_____
Island Premium	\$1000	<input type="checkbox"/>	_____
Indie Booth (Less than 10' x 10')	\$700	<input type="checkbox"/>	_____
<ul style="list-style-type: none"> Includes 1- 6' table, 2 chairs, and 2 exhibitor badges Limit 1 per exhibitor 			
Artist Alley Booth (Less than 10' x 10')	\$500	<input type="checkbox"/>	_____
<ul style="list-style-type: none"> Includes 1- 6' table, 2 chairs, and 2 exhibitor badges. Limit 1 per exhibitor 			
Additional Exhibitor Badges	\$95 x _____ =		_____

2. CENTER STAGE OPTIONS

1 Hour of Programming	\$12,000	x _____ =	_____
<ul style="list-style-type: none"> Includes 15 min set-up and breakdown plus testing and live streaming. 			
	\$10,000	x _____ =	_____
with booth purchase			
Talent Integration			
Tier 1	\$12,500	<input type="checkbox"/>	
Tier 2	\$7,500	<input type="checkbox"/>	
Tier 3	\$2,500 - \$5,000	<input type="checkbox"/>	
Center Stage Trailer Loop	\$2,500 per trailer	x _____ =	_____
<ul style="list-style-type: none"> 60-second trailer that runs between programming. 			
Official Center Stage Live Stream Sponsor	\$100,000	<input type="checkbox"/>	_____
<ul style="list-style-type: none"> Have your brand and/or technology power the live stream experience. 			
Hardware Sponsor	\$30,000	<input type="checkbox"/>	_____
<ul style="list-style-type: none"> Provide your peripherals to be used on Center Stage. 			

3. FULL COVERAGE PACKAGES

Red Package	\$25,500	<input type="checkbox"/>	_____
(10% Savings)			
<ul style="list-style-type: none"> 20x20 Booth 1 Hour of Center Stage Programming 1 Lobby Banner 1 Program Ad 			
Blue Package	\$44,500	<input type="checkbox"/>	_____
(15% Savings)			
<ul style="list-style-type: none"> 40x40 Booth 1 Hour of Center Stage Programming 1 Center Stage Trailer Loop 1 Lobby Banner 1 Program Ad 1 Attendee Bag Insert 1 RTX App Push Notification 			

4. RTX ADVERTISING

Attendee Bag Insert \$2,000 x =

RTX Program

Inside Full Page Ad \$2,000 x =

Inside Front Page Ad \$7,500 _____
 (1 spot)

Inside Back Page Ad \$7,500 _____
 (1 spot)

Outside Back Cover \$7,500 _____
 (1 spot)

Physical Signage Lobby Banner \$6,500 x =

Lobby Column Wrap \$5,000 x =

Exhibit Hall Entrance Banner \$7,000 x =

Exterior Banner \$7,000 x =

5. SPECIALTY SPONSORSHIPS

Lanyard Sponsorship \$7,500 _____

RTX Attendee Bag Sponsorship \$10,000 _____
 (3 spots)

Exclusivity: \$25,000 _____

RTX Store Bag Sponsorship \$10,000 _____
 (2 spots)

Exclusivity: \$15,000 _____

RTX App Push Notification \$3,000 x =
 (Limited Quantity) _____

RTX WiFi Sponsor \$5,000 _____
 (1 available)

6. PANEL OPPORTUNITIES

Main Ballroom Panel \$7,000 _____
 Capacity up to 4,000

Workshop Panel \$2,500 _____
 Capacity up to 500

Title Sponsor for Main Panel Room \$20,000 _____
 (4 Available)

Ballroom Trailer Loop \$2,000 x =

7. RTX ACTIVATIONS

VIP Attendee Lounge \$50,000 _____

Talent and Special Guest Lounge \$25,000 _____

Chill Out and Charge Lounge \$25,000 _____
 (2 available)

Parent's Lounge \$15,000 _____

Exhibitor Lounge \$10,000 _____

TOTAL AMOUNT
 (Sum of Sections 1 – 7)

Additional Notes:

LICENSE AND EXHIBITION AGREEMENT

This License and Exhibition Agreement, one or more Exhibitor Application(s) signed by the exhibitor identified on the Exhibitor Application (“Exhibitor”) and RTX Exhibitions, LLC (“Management”), and any policies or other documents expressly incorporated by reference herein or therein, are collectively referred to as this “Agreement,” and govern the provision of exhibition space and related services and Exhibitor’s participation in the Exhibition. For each Exhibitor Application, upon countersignature by Management, this Agreement will be effective on the date set forth below Exhibitor’s signature on such Exhibitor Application. If Exhibitor signs and returns an Exhibitor Application, but does not complete the date of signature, Management may fill in the date of signature with the date it receives the signed Exhibitor Application, and such date will be the Effective Date of this Agreement (as applicable, the “Effective Date.”)

1. **Purpose of the Agreement.** The subject matter of this Agreement is RTX 2017 (“Exhibition”), currently scheduled to be held July 7 - 9, exact dates to be determined (“Exhibition Dates”) at the Austin Convention Center (“Exhibition Facility”). Exhibitor agrees to prepare an exhibit of its products, as described in the Exhibitor Application, in accordance with this Agreement. Management reserves the right to relocate Exhibitor to space other than specified in the Exhibitor Application.

2. **Terms, Exhibitors’ Manual.** The terms of the Exhibitor Application, this License and Exhibition Agreement and the Exhibitors’ Manual which will be furnished to Exhibitor approximately sixty (60) days in advance of the Exhibition, as any of such may be amended from time to time, are made a part hereof as though fully incorporated herein and Exhibitor agrees to be bound by same. Any matters not specifically covered by this Agreement or the Exhibitors’ Manual is subject solely to the decision of Management. Management will have full power in the matter of interpretation, amendment and enforcement of all rules and regulations. Management reserves the right to require the immediate removal of any Exhibitor that fails to comply with any provision of this Agreement or the Exhibitors’ Manual.

3. **Payments.**

3.1 **Due Dates.** Payments are due as specified in the Exhibitor Application. Exhibitor must pay in full before Exhibitor will be permitted to install its display.

3.2 **No Refunds.** All payments are non-refundable in the event Exhibitor cancels, withdraws, downsizes, defaults, or is not present for the Exhibition. Exhibitor affirms it has read Section 6 below and fully understands its rights and financial obligations. A non-refundable payment in accordance with Payment Schedule on the Exhibitor Application is required with Exhibitor's signed original Exhibitor Application.

3.3 **Acceptance.** This Agreement becomes binding when the Exhibitor Application is executed by Exhibitor and Management; deposit of payment does not constitute acceptance.

3.4 **Interest and Collection Fees.** Exhibitor agrees to pay interest at a rate of 1% per month (12% per annum), or the maximum allowable by law, on all past due balances to Management. Exhibitor further agrees to pay any collection costs, including but not limited to, court costs, collection fees, and attorney's fees.

3.5 **Offset.** Management will have the right to offset against any amount which may be due to Exhibitor from Management, pursuant to this Agreement or otherwise in connection with the Exhibition, any amounts owed to Management or its affiliates by Exhibitor or its affiliates for any reason. In addition,

Management will have the right to apply any amounts received from Exhibitor under this Agreement to any other amounts due to Management from Exhibitor or its affiliates.

4. **Cancellation, Withdrawal, Downsizing and Default Policy.**

4.1 Cancellation, Withdrawal and Downsizing. In the event Exhibitor seeks to cancel this Agreement or the Exhibitor Application, withdraw from the Exhibition, or downsize its space requirements for the Exhibition, Exhibitor may only do so by giving written notice to Management, by certified mail, return receipt requested or registered courier. The date of cancellation, withdrawal, or downsizing in space as applicable will be the postmark date on the notice. If Exhibitor cancels, withdraws, or downsizes its space requirements, Exhibitor agrees to pay on demand to Management, the amounts set forth on the Exhibitor Application, as applicable, as liquidated damages and not as penalty, and the parties agree that such amounts are reasonable. The term "Total License Fee Differential," as used in the Exhibitor Application, means the difference between the original fees due from Exhibitor hereunder and the fee calculated on the basis of the smaller booth assigned to Exhibitor. In case of downsizing, in addition to the assessed liquidated damages, Exhibitor's booth location may be moved.

4.2 Default. In the event Exhibitor defaults in any of its obligations under this Agreement, in addition to having the right to direct Exhibitor to vacate the Exhibition hall, Management will have the right to collect from Exhibitor on demand the full amount payable to Management as of the date of default, as well as the right to pursue any other remedy afforded it by law. If Exhibitor's booth is not occupied by the time set for completion of displays, Management is authorized to occupy such space or to cause such space to be occupied as Management deems in the best interest of the Exhibition without in any way releasing Exhibitor from any liability hereunder. If Exhibitor breaches any of its obligations or covenants under this Agreement, including without limitation any Exhibition rule or regulation promulgated pursuant to this Agreement, Management may, without notice, terminate this Agreement. In the event of such default, Management may direct Exhibitor to remove its employees and agents, and all of its articles of merchandise and other personal property from the Exhibition Hall.

5. **Limitation of Liability and Indemnity.** Exhibitor agrees to indemnify and hold harmless Management and the sponsor, owner, exhibition hall facility, and city in which the Exhibition is being held, and each of their respective officers, agents and employees, against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind arising out of or resulting from its execution of this Agreement, any breach of this Agreement or the Exhibitors' Manual or any violation of law by Exhibitor or its personnel, or its occupancy of the space herein contracted for by reason of personal injury, death, property damages or any other cause or damage sustained by any persons. Management will not be responsible for loss or damage to displays or goods belonging to Exhibitor, whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats, duplication, copyright infringement or other causes. All such items brought to the Exhibition are displayed at Exhibitor's own risk, and should be safeguarded at all times. Management will provide the services of a reputable protective agency during the period of installation, show and dismantling, and Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of Management to supervise and protect Exhibitor's property within the Exhibition. Exhibitors may furnish additional guards at their own cost and expense, only with prior written approval by Management. Exhibitor agrees that Management will not be liable in the event of any errors or omissions in Exhibitor's Official Directory listings or in any promotional material. Management makes no representations or warranties with respect to the number of Exhibition attendees or the demographic nature of such attendees.

IN NO EVENT WILL MANAGEMENT BE LIABLE FOR LOST PROFITS, INTERRUPTION OF BUSINESS, OR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. EXHIBITOR AGREES THAT IN NO EVENT WILL MANAGEMENT'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY EXHIBITOR.

6. **Use of Exhibition Property.**

6.1 Eligible Exhibits. Management reserves the right to determine the eligibility of any product for display. Exhibitor's representatives and/or distributors must list its participating principals as the exhibitors of record. Only the sign of Exhibitor may be placed on the booth or in the printed list of exhibitors of the Exhibition. No exhibitors or advertising will be allowed to extend beyond the space allotted to Exhibitor, or above the back and side rails of such space. Distribution, selling or consumption of food or beverages outside of designated areas (including alcoholic beverages) is prohibited. Management reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or Exhibitor or any of Exhibitor's representatives upon Management's good faith determination that the same is not in accordance with this Agreement. Exhibitors are responsible for ensuring that they obtain any necessary permits from all relevant trade authorities and comply with all applicable guidelines concerning their exhibits, including complying with advertising, signage and sale restrictions required by the Entertainment Software Ratings Board.

6.2 Booth Usage/Sub-licensing. Exhibitor will not sub-license, assign or otherwise permit any person to occupy Exhibitor's booth or any part thereof, or use the booth for the exhibition of anything not specified in this Agreement. Exhibitor may not permit non-exhibiting companies' representatives to conduct business in its booth. Exhibits must solely be used for the purpose of promoting Exhibitor's products or services and will not be used for other business purposes. Rulings of the Management in its sole discretion will in all instances be final with regard to use of any exhibit space.

6.3 Weapons and Adult Material. Exhibitor agrees that no weapon or adult material will be purchased or handled by any person below the legal age of 18 and any such materials and their exhibit, sale and handling must comply with all applicable laws. Management will furnish adequate information to the Exhibitor as to the proper removal of a weapon or adult material from the Exhibit Facility after purchase. Management reserves the right to cause Exhibitor to immediately remove all weapons and adult materials from the Exhibit Facility in Management's sole discretion. All Exhibitors displaying or selling weapons or adult material must display signage approved by Management that specifies all the requirements for purchase of weapons and adult materials. Such signage must be approved by Management prior to the Exhibition and visible at all times during the Exhibition. If a sign is not on display, Management may, in its sole discretion, allow the Exhibitor to remain at the Exhibition and provide Exhibitor with a sign for which the Exhibitor must immediately pay Management. All weapons that are purchased must be in a box and sealed before going to the purchaser in a manner approved by the Management. If boxes cannot be provided, then the sale cannot proceed until a box can be acquired for the weapon in a form approved by the Management. Drug paraphernalia, consisting of equipment, product, or material that is manufactured or modified for making, using, or concealing illegal drugs, is prohibited at the Exhibition and will result in Exhibitor's removal from the Event.

6.4 Admissions; Parking. Management will have sole control over admission to the Exhibition at all times. Parking for use of the Exhibition Hall is provided by the city and other third parties, and nothing herein

entitles Exhibitor or Exhibition attendees to any parking privileges other than that available to the general public.

6.5 Decoration. Management will have full discretion and authority in the placement, arrangement, and appearance of all items displayed by Exhibitor, and may require the replacing, rearrangement, or redecorating of any item or of any booth, and no liability will attach to Management for costs that Exhibitor may incur thereby. An Exhibitor using special background or side dividers must make certain that the surfaces of such dividers are finished so as not to be unsightly to exhibitors in adjoining booths (no logos, no graphics). If such surfaces remain unfinished at 3:00 p.m. of the day before the opening of the Exhibition, Management will authorize the official decorator to effect the necessary finishing, and Exhibitor must pay all charges involved thereby. In addition, if Exhibitor has not started setting up any of its displays by 3:00 p.m. of the day before the opening day of the Exhibition, Management reserves the right to have such displays installed at Exhibitor's expense. All exhibits will be ready by the opening hour of the Exhibition. Management will not allow any construction or moving of exhibits after this time. No exhibit may be built or erected to exceed the height limitations as set forth in the Exhibitors' Manual. Any Exhibitor whose booth exceeds the height limitation will be required at its own expense to alter the display in order to conform with those regulations.

6.6 Receipt of Goods and Exhibits; Care and Removal. All arriving goods and exhibits will be received at receiving areas designated by Management. All incoming goods and exhibits must be plainly marked and all charges prepaid. Exhibitor must, at its own expense, keep exhibits clean and in good order. All exhibits must remain fully intact until the Exhibition has officially ended. Disturbing or tearing down an exhibit prior to the official closing hour of the Exhibition can result in refusal by Management to accept or process exhibit space applications for subsequent exhibitions. Exhibits must be removed from the building by the time specified in the Exhibitors' Manual. In the event Exhibitor fails to remove its exhibit in the allotted time, Management reserves the right, at Exhibitor's expense, to ship the exhibit through a carrier of Management's choosing or to place the exhibit in a storage warehouse at Exhibitor's cost or to make such other disposition of the exhibit as it may deem desirable without any liability to Management. Management will not be liable for any damage or loss to goods and exhibits.

6.7 Exhibitor Conduct. Any activity such as distribution of any articles that interferes with the activities of, or obstructs access to, neighboring booths, or that obstructs aisles, is prohibited. In no event will Exhibitor use its booth to promote any other exhibition or conference. Exhibitor will conduct and operate its exhibit so as not to annoy, endanger or interfere with the rights of other exhibitors and visitors. Any practice resulting in complaints from other exhibitors or visitors which, in the opinion of Management, interferes with the right of others or exposes them to annoyance or danger, may in its sole discretion be prohibited by Management. For any disputes between the conduct of exhibitors, or for any complaint resolution, refer to section 10.1, Resolution of Disputes. Any performance or demonstrations within Exhibitor's control may not be illegal or obscene, and Exhibitor agrees to cease and desist from any performance or demonstration determined to be illegal or obscene by Management or the appropriate law enforcement authorities.

6.8 Side Meetings. As a condition of licensing space in the Exhibition, Exhibitor expressly agrees that it will not, nor will its employees or representatives conduct official exhibitor functions, including sales or entertainment in private rooms such as hotel suites or rooms during business hours of the Exhibition.

6.9 Sound Level. Mechanical or electrical devices which produce sound must be operated so as not to disturb other exhibitors. Management reserves the right to determine the placement and acceptable sound level of all such devices.

6.10 Damage to Property. Exhibitor is liable for any damage caused to Exhibition property, including building floors, walls or columns, or to standard booth equipment. Exhibitor may not apply paint, lacquer, adhesives, or other coating to building columns and floors or to standard booth equipment.

6.11 Special Services. Electricity, gas, water, and other utilities, as well as other special services needed by individual exhibitors, are provided only when Exhibitor orders and agrees to pay for them directly to the persons authorized to supply such services in conformity with city, insurance and other requirements. Information regarding such services will be provided in the Exhibitors' Manual.2. Any property that is purchased or leased in order to provide such service is merely incidental to the rendering of such service to the Exhibitor, and Exhibitor is responsible for all applicable sales and use taxes.

6.12 Booth Representatives. Booth representatives must consist only of Exhibitor's employees and their authorized representatives. Booth representatives must wear badge identification furnished by Management at all times. Management may at any time limit the number of booth representatives. All booths must be staffed by Exhibitor during all hours the Exhibition is open. Management reserves the right to determine whether the character and/or attire of booth personnel is acceptable and in keeping with the best interests of other exhibitors and the Exhibition.

6.13 Wireless Communication Services. Exhibitor may not use wireless communication devices in a manner that causes interference with the wireless systems in use by the Exhibition Hall or the city, or with the use of wireless communications by others.

7. **Personal Release.** Exhibitor acknowledges and agrees that Management, its agents, licensors, licensees or assignees may be taking photographs, filming and/or producing a production for broadcast or publication in connection with the Exhibition. Exhibitor consents to the incidental use of its and its personnel or agents' name, marks, photograph and likeness in any manner and media now known or hereinafter devised for any purpose whatsoever throughout the world in perpetuity by Management, its agents or assignees without the payment of compensation and releases Management, its agents or assignees and their respective shareholders, officers, directors, agents and employees from and against any claims they may now or hereafter have for libel, defamation, invasion of privacy or right of publicity in connection with any use or broadcast of the Exhibition.

8. **Advertising and Inserts.** All advertisements with signed insertion orders are non-cancelable and non-refundable. In the event of cancellation, Exhibitor will be responsible for full payment. Management reserves the right to reallocate such advertising space at its discretion. All advertisements are subject to approval by Management. Management has the right to offer new products or positions throughout the show cycle that may not be listed in this Agreement.

9. **Conformance with Laws and Regulations.**

9.1 Electrical Safety; Use of Wireless Communication Devices. All wiring on displays or display fixtures must conform to the applicable standards established by various governmental agencies and standard fire inspection ordinances. All display wiring must exhibit the seal and/or such other seals of official approving agencies as may be required at the Exhibition. All use of wireless communications must comply with applicable law and violators will be asked to leave the Exhibition Hall.

9.2 Safety and Fire Laws. All applicable fire and safety laws and regulations must be strictly observed by Exhibitor. Cloth decorations must be flameproof. Wiring must comply with local Fire Department and Underwriters' Rules. Smoking in exhibits is forbidden. Crowding will be restricted and aisles and fire exits

must not be blocked by exhibits. No decorations of paper, leafy decorations or tree branches are allowed. Acetate and most rayon drapes are not flameproof and may be prohibited. No storage behind exhibits is provided or permitted. Booths may be subject to inspection by local authorities to determine compliance with safety laws and regulations.

9.3 Taxes and Licenses. Exhibitor will obtain any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event at its sole expense. Exhibitor will obtain any necessary tax identification numbers and permits and is responsible for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Exhibition.

9.4 Performance of Music. Exhibitor acknowledges that any live or recorded performances of music by or on behalf of Exhibitor at the Exhibition must be licensed from the appropriate copyright owner or its agent. Exhibitor warrants to Management that it will take full responsibility for obtaining any necessary licenses to play or perform such music and agrees to defend, indemnify and hold harmless Management from any damages or expenses incurred by Management due to Exhibitor's use or authorization of use of such music.

9.5 Lotteries/Contests. The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and upon prior written approval from Management.

9.6 Copyrighted Materials and Grey Market Goods. Exhibitors will not permit the distribution or sale of any copyrighted material at the Exhibition unless they have obtained all necessary rights and paid all required royalties, fees or other payments. Grey market goods, also known as bootleg merchandise, will mean all unlicensed products and reproductions of any kind including but not limited to weapons, costume, accessories, and all products containing trademarked properties that are not authorized for sale by the Management. Grey Market Goods are NOT permitted for sale under any circumstances. If an Exhibitor is found offering Grey Market Goods for sale, the Exhibitor and any persons associated with the Exhibitor or otherwise connected with the sale or exploitation of Grey Market Goods must leave the Exhibit Facility immediately and will not be permitted to return to the Exhibition.

10. Change or Termination of the Exhibition.

10.1 Change of Date or Venue. Management will, at its sole discretion, be entitled to change the dates and/or the venue for the Exhibition upon written notice to the Exhibitor. Management will not be liable for any costs, damages, fees or expenses of Exhibitor as a result of such changes in the Exhibition schedule or location. Additionally, Management reserves the right to relocate Exhibitor to a space within the Exhibition facility other than the space specified on page one. Management will be entitled to retain any portion of Exhibitor's License fee paid to date and said amount will be applied to the Exhibition as though no change in dates or venue had occurred. Any remaining payments from Exhibitor will be due in accordance with the agreed upon payment schedule for the Exhibition. In the event that Exhibitor should cancel participation, due to a change in date, venue or space assignment by Management, Exhibitor would be subject to liquidated damages as set forth above.

10.2 Termination of Exhibition. In the event that the premises in which the Exhibition is or is to be conducted will become, in the sole discretion of Management, unfit for occupancy, or in the event the holding of the Exhibition or the performance of Management under this Agreement is impaired by cause or causes not reasonably within the control of Management, this Agreement and/or the Exhibition (or any part thereof) may

be terminated by Management. Management will not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Management. If Management terminates this Agreement and/or the Exhibition (or any part thereof) under this clause, then Management may retain such part of Exhibitor's License fee as will be required to recompense it for expenses incurred up to the time such contingency will have occurred, and there will be no further liability on the part of either party. For purposes hereof, the phrase "cause or causes not reasonably within the control of Management" will include, but not be limited to: fire; casualty; flood; epidemic; earthquake; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; strike, lockout, boycott, or other labor disturbance; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessary supplies or equipment; local, State or Federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or acts of God.

11. **General.**

11.1 Resolution of Disputes. In the event of a dispute or disagreement between Exhibitor and an official contractor, or between Exhibitor and a Labor Union or Labor Union Representative, or between two or more exhibitors, or between Exhibitor and an attendee all interpretations of the rules governing the Exhibition, actions, or decisions concerning this dispute or disagreement by Management intended to resolve the dispute or disagreement will be binding on Exhibitor.

11.2 Losses, Insurance. Management will bear no responsibility for damage to Exhibitor's property, or lost shipments either coming in or going out, or for moving costs. Damage to inadequately packed property is Exhibitor's own responsibility. If its exhibit fails to arrive, Exhibitor is nevertheless responsible for exhibit space cost and the associated liquidated damage charges in the event Exhibitor is unable to make the setup date as a result of damages or delays. Exhibitor is advised to see that its regular company insurance includes extraterritorial coverage, and that it has its own theft, public liability, and property damage insurance. If Management is required to bring suit to recover damages for any breach of this Agreement or to collect any fees owed under this Agreement, Management will be entitled to collect reasonable attorneys fees and related costs.

11.3 Assignment. Exhibit may not assign this Agreement or any of its rights or responsibilities hereunder. Any attempted assignment will be null and void and will constitute a breach, resulting in cancellation.

11.4 Integration. This Agreement and the Exhibitors Manual contains the entire agreement between Management and Exhibitor. It may not be orally modified. Only an agreement in writing signed by a duly authorized representative of Management will be enforceable.

11.5 Governing Law and Jurisdiction. This Agreement is deemed to be entered into in the State of Texas and governed by the laws of the State of Texas without reference to that State's conflicts of laws rules and principles. Sole jurisdiction for the resolution of any and all disputes and claims arising out of this Agreement will be in the state and federal courts sitting in Travis County, Texas. Exhibitor waives any claims as to lack of personal or subject matter jurisdiction and agrees that it is subject to the jurisdiction of such courts.