

## DATT Summit 2020

### Exhibition Rules and Regulations

This Application and Contract contains the entire agreement of the parties. DATT Summit 2020 will be referred to as the SHOW. The SHOW MANAGEMENT is DATT Summit LLC. The person, company, or organization who signs this Contract will be referred to as the DEMONSTRATOR/EXHIBITOR. (The Rules and Regulations to be outlined in the DEMONSTRATOR/EXHIBITOR Manual, DEMONSTRATOR/EXHIBITOR Confirmation Letter(s) and DEMONSTRATOR/EXHIBITOR Newsletters/Updates are also terms of this Contract.) DEMONSTRATOR/EXHIBITOR will also comply with all Rules and Regulations of Hargrove and the Rosen Centre Hotel.

1. **SPACE FEES.**

- \$2700 per 10'x10' booth

2. **PAYMENT:** The following schedule outlines the payment dates for all Applications and Contracts, with each step shown sequentially and on a cumulative basis.

- 50% Deposit due with application and balance due November 11, 2019
- 100% of Space Fee is due at time of booking after November 11, 2019
- SHOW MANAGEMENT reserves the right to release a DEMONSTRATOR/EXHIBITOR or assigned space that has an outstanding balance. SHOW MANAGEMENT reserves the right to modify the payment schedule or require Payment in Full in a single payment. Only the company name listed on this Application and Contract is considered an Official DEMONSTRATOR/EXHIBITOR. All DEMONSTRATOR/EXHIBITORS must make payments in accordance with the schedule outlined above. Under no circumstances will DEMONSTRATOR/EXHIBITOR be permitted to occupy its Exhibit Space if full payment has not been received. Late payments, partial payments, or any checks or money orders marked as being Payment in Full or as being settlement of any dispute may be accepted without forfeiting SHOW MANAGEMENT's rights under this agreement or the law. DEMONSTRATORS/EXHIBITORS who submit payments that are unpaid by their banks will be placed on a cash basis. Any DEMONSTRATOR/EXHIBITOR who does not meet all financial obligations when due will be responsible for all outstanding debts and interest at 1.5% per month, compounded monthly, and any fees or expenses, including, but not limited to attorney's fees of no less than 33.3% of the unpaid principal and interest. There will be a \$50 charge for all returned checks. Failure to make payments does not cancel DEMONSTRATOR/EXHIBITOR'S liability. Space cancellation notices must be submitted to SHOW MANAGEMENT in writing, and cancellation fees will be owed according to the terms outlined in Section (3) below.

3. **CANCELLATION.** All cancellations must be in writing to: DATT SUMMIT LLC, 39763 Rivers Edge LN, Lovettsville, VA, 20180, USA, Return Receipt Requested, or email [show@dattsummit.com](mailto:show@dattsummit.com) and shall become effective when approved by SHOW MANAGEMENT. Should DEMONSTRATOR/EXHIBITOR cancel all, or part, of the Exhibit Space contracted for herein after the date SHOW MANAGEMENT accepts and confirms this Application and Contract, DEMONSTRATOR/EXHIBITOR is liable for:

- 50% of the total Exhibit Space Fee if cancellation is received on or before November 11, 2019
- 100% of the total Exhibit Space Fee if cancellation is received after November 11, 2019

DEMONSTRATOR/EXHIBITOR agrees that it is responsible for the total Exhibit Space Fee for the cancelled Exhibit Space which shall be retained or paid to SHOW MANAGEMENT as liquidated damages, if (a) DEMONSTRATOR/EXHIBITOR fails to pay all charges in accordance with the schedule set forth in section (2), (b) DEMONSTRATOR/EXHIBITOR has any outstanding financial obligations to SHOW MANAGEMENT, or (c) DEMONSTRATOR/EXHIBITOR fails to perform any Terms or Conditions of the Contract or refuses to abide by these Terms and Conditions. The cancelled DEMONSTRATOR/EXHIBITOR may reapply for SHOW participation on a first-come, first-served basis.

4. **EXHIBIT SPACE:** Exhibit space carpet, electricity, furnishings, etc. are NOT included in the regular display exhibit spaces.

**Demonstration/Exhibit space has carpeting.**

5. **REDUCTION/INCREASE OF EXHIBIT SPACE.** All requests for increases or reductions of Exhibit Space must be made in writing (which includes email), and must be verified by SHOW MANAGEMENT. All such requests shall become effective when approved by SHOW MANAGEMENT. SHOW MANAGEMENT reserves the right to decline for any reason an Exhibit Space increase or reduction request. If accepted by SHOW MANAGEMENT, reduction of Exhibit Space requests received in writing prior to November 11, 2019 shall incur a reduction fee equal to 50% of the total cost of the amount of Exhibit Space reduced in addition to the cost of the reduced Exhibit Space. No refunds will be made for reductions after November 11, 2019.

6. **ELIGIBLE EXHIBITS.** SHOW MANAGEMENT reserves the right to determine eligibility of any company or product to participate in the SHOW. SHOW MANAGEMENT can refuse license of Demonstration/Exhibit Space to any company whose display of goods or services is not, in the sole opinion of SHOW MANAGEMENT, compatible with the professional and educational character and objectives of the SHOW. In such event, this Contract shall terminate, and SHOW MANAGEMENT shall refund all funds paid, less an administrative fee of \$500.00. If any company onsite at SHOW whose display of goods or services is not, in the sole opinion of SHOW MANAGEMENT, compatible with the professional and educational character and objectives of the SHOW, this Contract shall terminate, and SHOW MANAGEMENT shall retain 100% of the Demonstration/Exhibit Space Fee.

7. **SUBLETTING OF DEMONSTRATION/EXHIBIT SPACE/DIRECTORY LISTING/GOODS/ PUBLICATIONS.** DEMONSTRATORS/EXHIBITORS may not assign, sublet, or share their Exhibit Space with another business or firm unless approval has been obtained in writing from SHOW MANAGEMENT. Any approved entity must sign a Contract with SHOW MANAGEMENT. Such firm must be a corporate parent or subsidiary of the DEMONSTRATOR/EXHIBITOR, or another subsidiary of the parent corporation, and must be prepared to provide to SHOW MANAGEMENT written documentation of the particular relationship upon request. For a fee, SHOW MANAGEMENT will provide Directory Listing(s) for such firms. A firm that has not signed a Contract with SHOW MANAGEMENT may not be represented on the Demonstration/Exhibit Floor. SHOW MANAGEMENT retains the right to administer and remove from the exhibition any company without a signed Contract.

DEMONSTRATOR/EXHIBITORS must show goods manufactured or dealt in by them in the regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in DEMONSTRATORS/EXHIBITOR'S display, identification of such article shall be limited to the usual and regular nameplates, imprint or trademark under which same is sold in the general course of business. No DEMONSTRATOR/EXHIBITOR may distribute SHOW-specific commercial publications or other commercial media specifically directed to SHOW Attendees from its Demonstration/Exhibit Space without prior written consent of SHOW MANAGEMENT.

8. **WAIVER AND INDEMNIFICATION.** Limitation of Liability DEMONSTRATOR/EXHIBITOR agrees to make no claim for any reason whatsoever against SHOW MANAGEMENT or ROSEN CENTRE HOTEL, its employees, agents, or representatives for loss, theft, damage, or destruction of goods; nor for any injury, including death, to himself, employees, agents or representatives; nor for any damage of any nature, including damage to his business for failure to provide exhibit space; nor for failure to hold the Exposition as scheduled; nor for any action or omission by SHOW MANAGEMENT.

DEMONSTRATOR/EXHIBITOR is solely responsible for his own exhibition material and products and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood all property of a DEMONSTRATOR/EXHIBITOR is in his care, custody, and control in transit to, or from, or within the confines of the exhibit hall. SHOW MANAGEMENT shall bear no responsibility for the safety of the

DEMONSTRATOR/EXHIBITOR, its personnel, employees, agents or representatives or personal property.

9. **DEMONSTRATOR/EXHIBITOR INSURANCE.** (a) The DEMONSTRATOR/EXHIBITOR shall, at its sole cost and expense, procure and maintain through the term of this Contract, comprehensive General Liability Insurance against claims for bodily injury or death and property damage and loss occurring in or upon, or resulting from, arising out of or related to the premises leased by SHOW MANAGEMENT. Such insurance shall include contractual liability and product liability coverage, with a minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name SHOW MANAGEMENT and the ROSEN CENTRE HOTEL therein as an additional insured (with no limitations), and DEMONSTRATOR/EXHIBITOR shall upon request provide SHOW MANAGEMENT with certificate so indicating. DEMONSTRATOR/EXHIBITOR'S Workers Compensation and Occupational Disease insurance shall be in full compliance with all federal and state laws, covering all of DEMONSTRATOR/EXHIBITOR'S employees engaged in the performance of any work for DEMONSTRATOR/EXHIBITOR. All property of the DEMONSTRATOR/EXHIBITOR is understood to remain under its custody and control in transit to, during the SHOW and from the confines of the hall. (b) DEMONSTRATOR/EXHIBITOR Appointed Contractors (D/EACs) utilized during the SHOW shall acquire the requested insurance coverage and supply SHOW MANAGEMENT with a properly completed Certificate of Insurance as described in the DEMONSTRATOR/EXHIBITOR Manual. DEMONSTRATOR/EXHIBITOR shall indemnify and defend SHOW MANAGEMENT for any claim where DEMONSTRATOR/EXHIBITOR's D/EACs failed to acquire or provide the requested insurance coverage. SHOW MANAGEMENT must be notified in writing a minimum of twenty (20) days prior to the first day of the commencement of a DEMONSTRATOR/EXHIBITOR's D/EACs agreement. The DEMONSTRATOR/EXHIBITOR'S D/EACs must name Hargrove as an additional insured.
10. **DISABILITY PROVISIONS.** DEMONSTRATOR/EXHIBITOR shall have sole responsibility for ensuring that its Demonstration/Exhibit Space is in full compliance with the Americans with Disabilities Act (ADA) and any regulations under that Act. DEMONSTRATOR/EXHIBITOR will ensure the accessibility of its Demonstration/Exhibit Space, and agrees to hold harmless, indemnify, and defend SHOW MANAGEMENT and ROSEN CENTRE HOTEL against any claims, damages, loss or expense, including reasonable attorney's fees and costs, arising out of or related to any alleged ADA violation.
11. **DAMAGE TO PROPERTY.** DEMONSTRATOR/EXHIBITOR is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to another DEMONSTRATOR/EXHIBITOR's property. DEMONSTRATOR/EXHIBITOR may not apply paint, lacquer, adhesives, stickers, or other coating to building columns and floors or to standard booth equipment. No helium balloons or confetti shall be permitted without written permission from SHOW MANAGEMENT.
12. **INSTALLATION.** Target move-in dates and regulations are published in the DEMONSTRATOR/EXHIBITOR Manual.
13. **DISMANTLING.** DEMONSTRATOR/EXHIBITOR'S display must not be dismantled or packed in preparation for removal prior to the official closing time on May 14, 2020. Every exhibit must be fully staffed and operational during the entire SHOW. All booth personnel must be registered to attend the SHOW. The dismantling of displays begins at the official closing time Thursday, May 14, 2020, and continues according to the schedule outlined in the DEMONSTRATOR/EXHIBITOR Manual or SHOW notices. At the end of the designated dismantling time, all DEMONSTRATOR/EXHIBITOR displays or materials left in the Demonstrator/Exhibit Space without instructions will be packed, shipped, or discarded at the discretion of SHOW MANAGEMENT, and all charges will be applied to the DEMONSTRATOR/EXHIBITOR.
14. **EXHIBIT NO SHOW.** If a DEMONSTRATOR/EXHIBITOR reserves exhibit space and fails to inform SHOW MANAGEMENT in writing of its plans not to attend, the DEMONSTRATOR/EXHIBITOR will forfeit 100% of the total cost of the exhibit space assigned. DEMONSTRATOR/EXHIBITOR will be considered a no-show if the exhibit space is unoccupied by 8:00 a.m., Tuesday, May 12, 2020.
15. **CHARACTER OF EXHIBITS.** Booths will follow IAEE guidelines found at [www.dattsummit.com](http://www.dattsummit.com). No exhibits will be permitted which interfere with the use of other exhibits or impede access to them or impede the free use of the aisle. DEMONSTRATOR/EXHIBITOR employees and booth personnel, including demonstrators, distributors of printed materials, hostesses, and models are required to confine their activities within the DEMONSTRATOR/EXHIBITOR'S Exhibit Space. Apart from the specific display space for which an demonstrating/exhibiting company has contracted with SHOW MANAGEMENT, no part of the ROSEN CENTRE HOTEL and its grounds may be used by any organization other than SHOW MANAGEMENT for display purposes of any kind or nature without written permission of SHOW MANAGEMENT. Within the hotel property, DEMONSTRATOR/EXHIBITOR brand or company logos, signs, and trademark displays will be limited to the official exhibit area only and any official banner or signage purchased from SHOW MANAGEMENT. (a) Sound. Video and audio productions relating to DEMONSTRATOR/EXHIBITOR'S equipment will be permitted, provided equipment and screen are located set back from all aisles and all viewers/listeners stand or sit within the Exhibit Space. Sound should not be audible in the aisles or neighboring booths. Sound systems will be permitted if tuned to a conversational level and if not objectionable to neighboring DEMONSTRATOR/EXHIBITORS. Sound levels within a DEMONSTRATOR/EXHIBITOR'S Exhibit Space must comply with OSHA regulations. No singing, dancing, or use of musical instruments or other type of performance is permitted without prior written approval from SHOW MANAGEMENT. (b) Booth Height. Booth height may not exceed eight (8) feet without prior written approval from SHOW MANAGEMENT. (c) Lighting. SHOW MANAGEMENT reserves the right to restrict the use of glaring lights or objectionable light effects. The use of flashing electric signs, lights, or lasers is not permitted without prior written approval from SHOW MANAGEMENT. (d) Booth Exteriors. The exterior of any display cabinet or structure facing a side aisle or adjacent DEMONSTRATOR/EXHIBITOR'S Exhibit Space must be suitably decorated at the DEMONSTRATOR/EXHIBITOR'S expense. (e) Noise and Odors. In fairness to all DEMONSTRATOR/EXHIBITORS, no noisy or obstructive activity will be permitted during SHOW hours, nor will noisily operating displays, or exhibits producing objectionable odors be allowed. Loud machinery should only be operated for reasonable periodic demonstrations. (f) Contests. No lotteries, drawings, or contests of any type are permitted in the exhibit area without written advance approval from SHOW MANAGEMENT. Those seeking permission must provide evidence that the proposed events comply with Florida and U.S. Federal law.
16. **INTELLECTUAL PROPERTY RIGHTS.** DEMONSTRATOR/EXHIBITOR represents and warrants that it shall comply with all Intellectual Property Rights (IPR) and copyright restrictions applicable to DEMONSTRATORS/EXHIBITORS. DEMONSTRATOR/EXHIBITOR further represents and warrants that it shall obtain any additional permission, license or grant of authority required of DEMONSTRATOR/EXHIBITORS under the IPR or copyright laws and be prepared to present SHOW MANAGEMENT with a copy of such license or grant no less than thirty (30) days prior to the start of the SHOW. DEMONSTRATOR/EXHIBITOR shall indemnify and defend SHOW MANAGEMENT for its failure to perform the foregoing.
17. **UNION LABOR.** DEMONSTRATOR/EXHIBITORS are required to observe relevant Contracts in effect between Official Service Contractors, the ROSEN CENTRE HOTEL, and labor organizations. Labor jurisdictions will be outlined in the DEMONSTRATOR/EXHIBITOR Manual.
18. **DEMONSTRATION/EXHIBIT CONSTRUCTION GUIDELINES.** Display material (including showcases, display or storage cabinets, electrical fixtures, wire, conduits, etc.) must adhere to the Demonstrator/Exhibit Construction Guidelines outlined in the DEMONSTRATOR/EXHIBITOR Manual. SHOW MANAGEMENT may require the rearrangement or alteration of any exhibiting violation of the Exhibit Construction Guidelines. In such an event, the DEMONSTRATOR/EXHIBITOR will be liable for any cost incurred.
19. **LOCATION/RELOCATION OF EXHIBITS.** If it becomes necessary to relocate a DEMONSTRATOR/EXHIBITOR after a Demonstration/Exhibit Space has been assigned, SHOW MANAGEMENT will contact the

company and make every effort to reassign the DEMONSTRATOR/EXHIBITOR to similar Demonstrating/Exhibit Space. DEMONSTRATOR/EXHIBITOR shall bring no claim against SHOW MANAGEMENT whatsoever, whether based in Contract regarding its or any other DEMONSTRATOR/EXHIBITOR's/vendor's/contractor's location at the SHOW.

20. **OFF-SITE ACTIVITIES AND**

**DEMONSTRATORS/EXHIBITS/OUTBOARDING.**

DEMONSTRATOR/EXHIBITOR agrees not to exhibit its products/services outside the official SHOW MANAGEMENT demonstration/exhibit venues during the official SHOW hours. DEMONSTRATOR/EXHIBITOR also agrees not to conduct any presentation or demonstration-related activities that would induce Attendees to leave the official SHOW MANAGEMENT exhibit venues during official SHOW hours. Any violation of this regulation may, at SHOW MANAGEMENT's discretion, result in a cancellation of the Contract in accordance with the terms of section (3).

21. **FIRE REGULATIONS.** DEMONSTRATORS/EXHIBITORS must comply with all federal, state, and local fire and building codes within the ROSEN CENTRE HOTEL.

22. **SECURITY.** DEMONSTRATOR/EXHIBITOR is responsible for the security of their Demonstration/Exhibit Space. SHOW MANAGEMENT will provide crowd control admittance security. DEMONSTRATORS/EXHIBITORS are encouraged to budget and make security arrangements for sensitive or valuable items. If insurance to cover the above is desired, it must be acquired and paid for by DEMONSTRATOR/EXHIBITOR.

23. **FOOD SERVICE.** DEMONSTRATORS/EXHIBITORS may distribute food and beverage from their booth with the approval of SHOW MANAGEMENT. All food and beverage must be purchased from the ROSEN CENTRE HOTEL. Outside food and beverage vendors are prohibited.

24. **FAILURE TO HOLD SHOW.** Should fire, hurricane, earthquake, flood, strikes, lockout, act of terrorism, labor disturbances, civil disturbance, explosion, sabotage, war, bankruptcy, political or social boycott, other casualty, any restrictions imposed by governmental authority, Acts of God or any other circumstances beyond the control of ROSEN CENTRE HOTEL or of SHOW MANAGEMENT make it impossible or impractical to hold the SHOW at the scheduled time, SHOW MANAGEMENT may retain such part of the DEMONSTRATOR/EXHIBITOR's Space Fees as shall be required to compensate it for expenses incurred up to the time such event shall have occurred. All remaining fees shall be refunded.

25. **AMENDMENT OF RULES.** SHOW MANAGEMENT reserves the right to make changes, amendments, and additions to these Terms and Conditions and in the DEMONSTRATOR/EXHIBITOR Manual at any time, and all changes, amendments and additions so made shall be binding on the DEMONSTRATOR/EXHIBITOR with the provision that all DEMONSTRATORS/EXHIBITORS will be advised of any such changes. Any matters not specifically covered herein are subject to decision by SHOW MANAGEMENT.

26. **LAWS APPLICABLE.** DEMONSTRATOR/EXHIBITOR agrees to abide by the DEMONSTRATOR/EXHIBITOR Rules and Regulations of the ROSEN CENTRE HOTEL and SHOW MANAGEMENT, and all federal, state and local laws, as may be in effect during the Contract period, and in addition, any such rules and regulations expressly included herein and shall not violate the copyright, trademark, statutory or common law rights of any person in any aspect of its DEMONSTRATOR/EXHIBITOR activities.

27. **ACCEPTANCE.** This Application and Contract shall be deemed accepted by SHOW MANAGEMENT when received by SHOW MANAGEMENT and confirmed by SHOW MANAGEMENT. DEMONSTRATOR/EXHIBITOR agrees that upon acceptance of this Contract by SHOW MANAGEMENT with or without appropriate or timely payment of any or all fees, this Contract shall become binding and enforceable in accordance with its Terms and Conditions.

28. **EMAIL/TELEPHONE.** By providing SHOW MANAGEMENT with email addresses/ telephone numbers, DEMONSTRATOR/EXHIBITOR gives SHOW MANAGEMENT and its Official Show Contractors explicit permission to contact DEMONSTRATOR/EXHIBITOR using such addresses or numbers.

29. **ENTIRE AGREEMENT.** This Application and Contract constitutes the entire agreement between SHOW MANAGEMENT and DEMONSTRATOR/EXHIBITOR. It may not be modified orally or by phone. It may be modified only if in writing and signed by SHOW MANAGEMENT.

30. **ATTENDANCE.** SHOW MANAGEMENT makes no representation or warranties with respect to the demographic nature and or volume of DEMONSTRATORS/EXHIBITORS, press and/or Attendees at any particular location at SHOW MANAGEMENT.

31. **RESERVATION OF RIGHT.** SHOW MANAGEMENT reserves the right to take any action that is reasonably necessary in its sole judgment, for the protection of SHOW MANAGEMENT, the participants, including but not limited to DEMONSTRATORS/EXHIBITORS, and/or Attendees.