

## **Concealed Carry & Home Defense EXPO - BASIC TERMS & CONDITIONS**

Fort Worth Convention Center, Fort Worth, TX | Nov. 11-13, 2022

1. **DEFINITIONS** “(a) “Exhibitor” means the applicant identified on the front hereof; (b) “Expo” means the specific expositions or conferences identified on the front hereof; (c) “Expo Management” means The USCCA, its respective agents, employees, affiliates and assigns; (d) “Hall Management” means the owner or manager of the facility in which the Expo is conducted, and its employees and agents; and (e) “Hall” means the facility in which the Expo is conducted.
2. **AGREEMENT** This application, when properly executed by Exhibitor and upon written acceptance by Expo Management, shall constitute a valid and binding license agreement. Expo Management reserves the right to accept or refuse any application for participation in the Expo in its sole discretion. Expo Management reserves the right to interpret this Agreement and to adopt further regulations as may be deemed necessary by it for the general success of the Expo, including the conditions, rules and regulations stated herein, in the Exhibitor Kit, Sponsorship Materials and in the Hall Management contract, to which Expo Management is or will be a party, all of which are made a part hereof as though fully incorporated herein, and the Exhibitor agrees to be bound thereby.
3. **USE OF SPACE** Expo Management reserves the right to decline, prohibit or expel any exhibit, or item or feature thereof which, in its judgment, is inappropriate or out of keeping with the character of the Expo, this reservation being all inclusive as to persons, things, printed matter, product, conduct, sound level, etc. Exhibitor agrees to change the wording of any sign determined by Expo Management not to be in the best interest of the Expo. Balloons are prohibited. Neon or other gas-based signs are prohibited. Noisy or obstructive exhibits or activities producing objectionable noise or odors are prohibited. Sound amplifying devices may be operated only at levels not objectionable to other Exhibitors. Distribution of advertising material and solicitations of any sort shall be restricted to the Exhibitor’s booth. Exhibitor’s exhibit or products may not extend beyond the limits of the Exhibitor’s booth and no part of any exhibit or product may extend into any aisle. No Exhibitor shall arrange its exhibit so as to obscure or prejudice adjacent Exhibitors, as determined by Expo Management. All demonstrations by Exhibitor must be located so that assembled crowds are within the Exhibitor’s space and not blocking any aisle or neighboring exhibits. No Exhibitor shall assign or sublet or share any part of its assigned space without the consent of Expo Management in writing. Any space not occupied by Exhibitor at the time set for completion of installation of displays will be reassigned at the discretion of Expo Management, in which case all amounts paid or payable by Exhibitor will be forfeited unless special arrangements have been approved in writing by Expo Management. Exhibitor agrees to keep its exhibit open and staffed at all times during the Expo hours.
4. **BOOTH CONSTRUCTION AND ARRANGEMENT** – The hall will be carpeted. Standard booth equipment (back and side wall draping, and identification sign) is provided by Expo Management without cost to the Exhibitor. If an Exhibitor plans to

install a completely constructed display of such a character that the Exhibitor will not require or desire the use of standard booth equipment, no part thereof shall so project as to obstruct the view of adjacent booths. Sidewall construction, if used, may taper diagonally from eight (8) feet at the back wall to floor level at the aisle, or extend as a high panel four (4) feet from back wall, the remaining side rail may not exceed four (4) feet in height. Exceptions to the above specifications are authorized for all self-contained island configurations where a sixteen (16) foot height restriction will apply. The eight (8) foot back wall restriction is removed for all peripheral booths where a twelve (12) foot height restriction will be in effect. Further restrictions may apply as necessitated by ceiling height. Raw wood, cardboard or similar material for wings to booths must be covered or painted if they are visible from adjacent booths. Failure to comply with the rules and regulations of this contract and as stated in the Exhibitor Kit will result in the alteration or removal of the booth at the Exhibitor's expense. Rental fees for services and exhibit space are not refundable. Exhibitors shall be bound by all pertinent laws, codes and regulations of municipal or other authorities, having jurisdiction over the Hall or the conducting of said exhibit, together with the rules and regulations adopted by Hall Management.

5. CHANGE OF SPACE Expo Management shall have the right, in its sole discretion, to change Exhibitor's space assignment after the acceptance of this Agreement if it is deemed to be in the best interest of the Expo. In the event Expo Management elects to exercise its right to change Exhibitor's exhibit space, Exhibitor will be notified of its newly assigned space. Expo Management will make reasonable efforts to ensure that any reassignment will be to an exhibit space, which is of the same general style and size as Exhibitor's original space. If a reduction in space to Exhibitor's exhibit space is, in Expo Management's opinion, necessary, Exhibitor will be reimbursed on a pro-rata basis. Exhibitor acknowledges and agrees that Expo Management may change the dates and/or venue of the Expo without the consent of Exhibitor, and that this Agreement shall remain in full force and effect as to such changed dates and/or venue.
6. CANCELLATION In the event Exhibitor seeks to cancel this license for exhibition space, withdraw from the Expo, or reduce its space requirements for the Expo, Exhibitor acknowledges that Expo Management would be harmed and suffer loss and that it would be difficult to determine the precise value for or amount of that harm. All cancellations, withdrawals or requests for reduction in space by Exhibitor must be in writing, by certified mail, return receipt requested. The date of cancellation, withdrawal or reduction in space, as applicable, shall be the postmark date on the notice. If Exhibitor cancels, withdraws or reduces its space requirements for the Expo, Exhibitor agrees to pay to Expo Management the amounts set forth below if not previously paid by Exhibitor. Such payment shall be liquidated damages and not a penalty, and the parties agree that such amounts constitute a reasonable provision for liquidated damages. Date Written Notice of Cancellation or Reduction In Space Postmarked On or before 120 days of the first day of the Expo (50% of Total Booth Space Fee); Within 120 days of the first day of the Expo (100% of the Total Booth Space Fee). In the event Exhibitor, at any time, seeks to cancel this license for exhibition space, withdraws from the Expo or requests a reduction in space, an administrative and processing fee of \$100.00 per 10' x 10' booth will be assessed. If a reduction in space is requested, Exhibitor's booth space on the Expo floor

may be moved in the sole discretion of Expo Management. Any cancellation or failure of Exhibitor to actually occupy the exhibition space assigned to Exhibitor may, in Expo Management's sole discretion, result in partial or complete forfeiture of Exhibitor's rights under any applicable sponsorship agreements or opportunities including, but not limited to, the right to present speakers at, or participate in, any conference component of the Expo. Cancellation fees cannot be applied toward exhibit space at other Expos or advertisement. In the event Exhibitor fails to make any payments as contemplated herein, Exhibitor shall be deemed in default, and Expo Management shall have the right to retain Exhibitor's deposit and all monies paid as Expo Management's non-exclusive remedy, thereby reserving any and all rights under law including, without limitation, Expo Management's right to collect the full amount set forth on the front hereof. In the event of default by Exhibitor, Expo Management shall have the right, but not the obligation, to license the subject Expo space to another exhibitor prior to the Expo without any rebate or allowance whatsoever to the Exhibitor and without in any way releasing said Exhibitor from any liability hereunder, and said Exhibitor expressly agrees to pay Expo Management the full sum set forth on the front hereof. Exhibitor shall remain liable for the full balance under the terms of the Agreement together with all costs of collection including, but not limited to, all reasonable attorneys' fees, court costs and interest. Expo Management will not be liable for the fulfillment of this Agreement as to the delivery of exhibit space if non-delivery is due to any of the following causes: by reason of the Hall being damaged or destroyed by fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, postponement or cancellation of the Expo, or for any cause beyond its control. Expo Management will, however, in the event of its not being able to hold the Expo for any of the above named reasons reimburse Exhibitor on a pro-rata basis on any amount paid in, less any and all legitimate expenses incurred, such as but not limited to rent, advertising, salaries, operating costs, etc. If Expo Management cancels or terminates the Expo, for any reason other than stated in the previous paragraph, the Exhibitor waives all claims it might have against Expo Management for damages or expenses and Exhibitor agrees to accept in complete satisfaction and discharge of all claims against Expo Management a refund of all amounts paid by the Exhibitor to Expo Management in accordance with this agreement.

7. **INSURANCE - MANDATORY** A. Exhibitor agrees to maintain adequate insurance to fully protect Expo Management and its affiliates, co-sponsors, service contractors and the Hall and Hall Management from any and all claims, arising from Exhibitor's activities including, but not limited to, the installation, operation and dismantling of Exhibitor's display. The foregoing insurance requirement includes claims under the Worker's Compensation Act or for personal injury, death, or for damage to property. Exhibitor understands that neither Expo Management nor the Hall maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance. B. Exhibitor is responsible for any and all damages caused by Exhibitor or Exhibitor's agents, employees or guests. Exhibitor agrees to indemnify, defend and hold harmless Expo Management, the Hall and Hall Management, and their respective affiliates, subsidiaries, agents, assigns and employees from and against any liability for loss or damage of any kind, which , might arise out of Exhibitor's participation in the

Expo, or any action or failure to act of Exhibitor or any of its officers, directors, employees, agents or representatives (including claims of damage or loss to property or harm or injury to a person or persons). C. Exhibitors in the Expo must carry: Statutory limits for workers' compensation coverage; and Commercial general liability including products and completed operations, independent contractors personal injury and blanket contractual liability insurance limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate. This coverage must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder. The certificate must name USCCA, USCCA Expo, the Hall and Hall Management as additional insured and be provided to Expo Management at least 30 days before the proposed exhibit date.

8. **LIABILITY** Exhibitor agrees that Expo Management, Expo Management's service contractors, the Hall and their representatives, employees and agents are not liable for any injury, loss or damage that may occur to Exhibitor, or to Exhibitor's employees, agents, guests or property from any cause whatsoever, prior to, during or subsequent to the period covered by this Agreement. Exhibitor assumes responsibility and agrees to indemnify, defend and hold Expo Management, Hall Management, their affiliates and their respective employees and agents harmless from and against any claims or expenses arising out of the use of the exhibition premises. Exhibitor assumes all responsibility and liability for losses, damages and claims arising out of injury or damage to, or caused by, Exhibitor's displays, equipment, employees or representatives. In no event shall Expo Management or any of its affiliates be liable for any special, incidental, indirect, punitive or consequential damages arising out of or in connection with this Agreement. The liability of Expo Management and its affiliates and Exhibitor's remedy for any claim of loss or damage arising from or related to this Agreement, regardless of the form of action, shall be limited to one-half of the fees paid to Expo Management hereunder.
9. **AVAILABLE SERVICES** On behalf of the Exhibitors, Expo Management has designated official Expo contractors to provide the following: drayage, cartage, furniture, booth and floor decorations, signs, photographs, telephone services, etc. Services of electricians, plumbers, carpenters and other labor will be available and charged for at the then prevailing rates. Contractors and rates will be listed in the Exhibitor Kit to be issued separately. Expo Management assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties and organizations. Arrangement for these services and payments are to be made between Exhibitors and official Expo contractors. Rules and regulations for union labor are made by the local unions and regulations may be changed at any time. Where union labor is required because of building or contractor requirements, exhibitor agrees to comply with the regulations.
10. **PROTECTION OF FACILITIES** Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, or other parts of the convention hall exhibit area without permission from the proper building authority. Fluids, caustic or staining, must not be used where they may damage floor coverings. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of Exhibition Management, the convention hall manager or their assistants.
11. **INSTALLATION AND DISMANTLING** Complete information, instructions and schedule of prices regarding drayage, labor for erecting and dismantling, electrical work,

furniture, cleaning etc., will be included in the Exhibitor Kit. Such requirements shall be binding upon the Exhibitor as though fully set forth herein.

12. **EXHIBITS MOVE IN, MOVE OUT.** No exhibit will be allowed into or out of the Hall without an official clearance from Expo Management. The Exhibitor must make its own arrangements for transportation of exhibits and packing material. Expo Management cannot accept or sign for exhibits on behalf of the Exhibitor. Move in and move out times and access outside of Expo hours are limited to those described in the Exhibitor Kit. At such time after the close of the Expo as Expo Management may specify or upon sooner termination of this Agreement, all exhibits shall be removed and cleared from the Expo space and vacant possession of the exhibit space shall be delivered to Expo Management in as good and clean order and condition as it was when delivered to Exhibitor. Exhibitors will pay the cost of repairing any damage caused to the Hall facility by the Exhibitor and/or its contractors. Any property remaining after the last day designated by Expo Management for it to be removed may be held or otherwise disposed of by Expo Management or Hall Management at the Exhibitor's expense. No property may be removed from the Expo before the Expo ends.
13. **SAFETY** All electrical equipment or devices used in or about an exhibit must be in good operating condition and able to pass fire and/or electrical inspections. Extra materials stored in Exhibitor's exhibit space must not block access to the exhibit or cover electrical wires or outlets. Exhibitor shall cooperate responsibly with local ordinances and Hall Management rules regarding health, fire prevention and public safety. If inspection of an Exhibitor's booth discloses a failure to comply with any applicable law, code or regulation, or if Expo Management determines that all or any part of an exhibit presents a fire hazard or other danger, Expo Management may cause the removal of all or a portion of such exhibit at the Exhibitor's expense. Under no circumstances may the weight of any equipment or exhibit material exceed the Hall's maximum floor load. Exhibitor accepts full and sole responsibility for any injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the load of its exhibit material in conformity with the maximum floor load specifications.
14. **SECURITY** Expo Management will provide perimeter guard service during the Expo and while the Exhibit Hall is closed. Exhibitor agrees that Expo Management is not liable for anything its guard service, or facility security does or fails to do. This includes, but is not limited to, damage, theft, or loss sustained by Exhibitor's exhibit or its representatives. Exhibitor will not be allowed into the Exhibit Area after Expo Hours. Exhibitor may want to consider arranging security for its specific booth space for either during or after Expo hours.
15. **ATTENDANCE** Expo Management shall have sole control over admission policies at all times.
16. **FILMING AND VIDEO RECORDING RIGHTS/ELECTRONIC MESSAGES** From time to time, photographs, motion pictures and/or video recordings may be made in the Expo facility, which recordings may include images of Exhibitor, its employees, agents and related merchandise and displays. Exhibitors may not hinder, obstruct or interfere in any way with such photography or recordings whether by Expo Management, its agents, attendees or other exhibitors, and hereby consent to Expo Management's use of such recordings for commercial purposes. To the extent necessary to fulfill Expo

Management's express obligations hereunder, Exhibitor hereby grants Expo Management a non-exclusive, royalty-free, revocable, non-transferable worldwide license (without the right to sublicense) to use Exhibitor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images. By providing Expo Management the e-mail addresses set forth on the first page of this Agreement, Exhibitor hereby consents to receiving unsolicited commercial e-mail messages from the USCCA, its affiliates, partners and assigns as well as third parties licensed to send such messages to Exhibitor by any of the foregoing.

17. EXHIBITION ACTIVITIES Exhibitor agrees not to schedule or conduct any outside commercial activity including, but not limited to, receptions, seminars, symposiums and hospitality suites during the Expo, whether such activities are held at or away from the Hall facility, except with the written approval of Expo Management.
18. ERRORS AND OMISSIONS Exhibitor agrees that Expo Management will not be liable in the event of any errors or omissions in the Expo's directory listing or in any related materials. Exhibitor acknowledges and agrees that Expo Management makes no representation or warranties with respect to the number of exhibition attendees or the demographic nature of such attendance.
19. ASSIGNMENT This Agreement cannot be assigned, in whole or in part, without the written approval of Expo Management. Expo Management may assign this Agreement without the prior written consent of Exhibitor, and any such assignee shall become "Expo Management" for all purposes hereunder and shall acquire all of rights and obligations of Expo Management hereunder.
20. SEVERABILITY If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.
21. COSTS, EXPENSES AND ATTORNEYS' FEES If either party commences any action or proceeding against the other party to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees (including all related costs and expenses) incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.
22. SPONSORSHIP AGREEMENT All rules and regulations of all applicable sponsorship agreements and related materials are hereby incorporated into this Agreement.
23. AMERICAN DISABILITIES ACT Exhibitor acknowledges and agrees that, in connection with the Expo, it will be a public accommodation as defined under Title III of the Americans with Disabilities Act ("ADA"). As a public accommodation, Exhibitor agrees that in connection with the Expo, Exhibitor will: (i) provide, at its expense, any auxiliary aids and services as may be necessary to ensure effective communication with Exhibitor by attendees of the Expo; (ii) assure, at its expense, that displays posted at or on Exhibitor's booth(s) are accessible to individuals with disabilities; and (iii) not discriminate or retaliate against any individual in violation of the ADA.
24. PERMISSIONS Exhibitor consents and agrees to receive (i) facsimile advertisements sent by or on behalf of Expo Management to the facsimile number provided above (ii) telephone solicitations initiated by or on behalf of Expo Management and directed to the

telephone number provided above and (iii) commercial electronic mail messages sent by or on behalf of Expo Management, its affiliates, lines of business and divisions.

25. **ADDITIONS OR CORRECTIONS** Expo Management may amend these terms from time to time in the best interest of the Expo upon written notice to Exhibitor. Exhibitor agrees to accept notice of additions or amendments and to consider them as part of this Agreement.