

FireShowsWest – Exhibitor Agreement
EXHIBITOR TERMS OF SERVICE
2023

Show Information

Show Dates: Tuesday, September 19 through Wednesday, September 20, 2023

Location: Grand Sierra Resort Hotel | 2500 E. 2nd Street | Reno, NV 89595

1. Contract

This application, properly executed by Applicant (Exhibitor) shall upon written acceptance by FireShowsWest (Show Management) constitute a valid and binding contract. Show Management reserves the right to render all interpretations and to establish further regulations as may be deemed necessary for the general success of the exposition. It is further agreed that the conditions, rules and regulations as herein stated and outlined in the Exhibitor's Service Kit are made a part hereof as though fully incorporated herein, and that said Exhibitor agrees to be bound by the terms of this agreement.

2. Payment and Terms

Payment terms are stated as part of the online booth reservation application and online at www.fireshowswest.com. The entire booth fee must be paid in full at the time of booth reservation, unless show management offers alternative payment terms.

3. Cancellation /Refund Policy

Receipt of a signed booth contract and/or payment is a commitment to exhibit at FireShowsWest. Notification of booth space cancellation for any reason must be submitted in writing to FireShowsWest. If notice of cancellation is received:

- On or before August 4, 2023— The first 50% of the total cost of the Exhibitor's space will be applied toward the next year's exhibit space. Any amount paid over 50% of the total rental will be eligible for either carry-over to the following year's exposition OR refunded at the exhibitor's request.
- After August 4, 2023—Exhibitor forfeits the first 50% of the total cost of exhibit space assigned. Any remaining balance may be applied toward the next year's exhibit space. No refunds will be made after this date.

After 3:00 PM (Pacific Time) on September 19, 2023—Exhibitor forfeits the entire amount of any payments and credits. No-shows at this time are also considered cancellations. FireShowsWest may reassign any exhibit space without refund to the exhibitor.

If the exposition is cancelled or is not held for any reason whatsoever, then this agreement shall be cancelled. Exhibitor's sole and exclusive remedy shall be to receive a refund of all amounts the Exhibitor has actually paid on account of this contract. If for any reason beyond

Management's reasonable control (e.g., an act of God, fire, labor disturbance, pandemic, etc.) and the exposition is materially curtailed or changed, show management will provide options for a booth fee refund and/or apply the payment to a future exposition.

It is agreed that if the Exhibitor fails to comply in any respect with the terms of the agreement, then Show Management shall have the right without notice to the Exhibitor to sell or offer for sale the exhibit space covered by this contract. Exhibitor will be liable for any direct loss or damage suffered by the exposition solely or directly arising out of the Exhibitor's custody, possession, operation, maintenance or control of the premises stated, which loss or damage the Exhibitor agrees to pay the exposition upon demand together with reasonable direct expenses and costs deficiency, loss or damage suffered by the exposition by the reason of the premises stated, which loss or damage the Exhibitor agrees to pay the exposition upon demand together with reasonable direct expenses and costs incurred by reason thereof. It is further agreed that the actual occupation of the exhibit space by an exhibit is of essence, and that, should the exposition be unable to effect the sale of the space as herein provided, the exposition, is then expressly authorized to occupy or cause said space to be occupied in such manner as it may deem in the best interest of the exposition, without any rebate or allowance whatsoever to the Exhibitor and without in any way releasing said Exhibitor from any liability hereunder. Exhibitor listed on this contract expressly agrees to pay the exposition the full sum as herein set forth. If the exposition is cancelled or is not held for any reason whatsoever, then this agreement shall be cancelled. Exhibitor's sole and exclusive remedy shall be to receive a refund of all amounts the Exhibitor has actually paid on account of this contract. If for any reason beyond Management's reasonable control (e.g., an act of God, fire, labor disturbance, pandemic, etc.) and the exposition is materially curtailed or changed, show management will provide options for a booth fee refund and/or apply the payment to a future exposition.

4. Insurance

Exhibitor shall, at its sole cost and expense, procure and maintain during the term of installation and use of the exhibit facilities a comprehensive Commercial General Liability Insurance policy for claims of bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than \$1,000,000. These coverages must be evidenced by a Certificate of Insurance with a ten-day notice of cancellation provision to the holder and supplied to and naming FireShowsWest as additional insured at least ten days before the proposed move-in date.

Exhibitors must carry Worker's Compensation and Occupational Disease insurance to be in full compliance with all federal and state laws and covering all the Exhibitor's employees engaged in their performance of any work for Exhibitor. It is strongly recommended that Exhibitors also carry insurance to cover loss of or damage to the exhibits or other personal property while such property is located at or is in transit to or from the exposition site. While the exposition provides security guards, this is solely as an accommodation to Exhibitors and FireShowsWest does not assume any responsibility for any loss, damage, or injury to any property of the Exhibitor or to any of its officers, agents, employees or contractors, whether attributable to accident, fire, theft or any other cause whatsoever. The Exhibitor expressly agrees to indemnify and hold harmless

FireShowsWest, their management, agents, and employees from any and all claims, liabilities and losses for injuries to persons (including death) or damage to property solely or directly arising out of Exhibitor's use of the exhibit space, except such losses as may be the result of the sole negligence of FireShowWest. Show Management reserves the right to prohibit exhibitor from setting up or operating its booth without having provided a CERTIFICATE OF INSURANCE.

4.1 Exhibitor Appointed Contractors: If an individual exhibitor chooses to utilize its own contractor ("EAC") to provide any of the non-exclusive services that the contracted show decorator may provide, exhibitors will be required to provide evidence of insurance as outlined in the Exhibitor Service Kit and shall provide such evidence in the form of a current Certificate of Insurance evidencing that the EAC has in place the minimum insurance coverages as required by the contracted show decorator. The Certificate of Insurance will be supplied to FireShowsWest and the contracted decorator at least ten days before move-in date.

5. Use of Space

Show Management reserves the right to make the final determination of all space assignments. Show Management reserves the right to decline, prohibit or expel an exhibit which, in its judgment, is out of keeping with the character of the exposition, this reservation being all inclusive as to person, things, printed matter, product, conduct, sound level, etc.

Distribution of advertising material and Exhibitor solicitation of any sort shall be restricted to the Exhibitor's booth.

Exhibitor's exhibit or product may not extend beyond the limits of the Exhibitor's booth and part of any exhibit or product may not extend into any aisle.

No exhibitor shall so arrange the exhibit space so as to obscure or prejudice adjacent Exhibitors in the opinion of Show Management.

Exhibitor shall not assign or sublet any part of the assigned space without the consent of Show Management in writing. Any space not occupied by the time set for completion of installation of displays will be reassigned at the discretion of show management. Deposits will be forfeited unless special arrangements have been approved by Show Management.

Exhibitor will keep the exhibit open and staffed at all times during the show hours.

5.1 Booth Standards. Standard booth equipment (back and side wall draping, identification sign) is provided by FireShowsWest without the 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.

5.2 No display nor its contents may exceed a height of 8 ft. nor may the side walls be higher

than 3 feet.

5.3 FireShowsWest Show management reserves the right at any time to change the location, size and display limits of the exhibit if it is in the best interest of the exposition. Raw wood, cardboard or similar material for wings to booths must be covered or painted if they are visible in adjacent booths. Failure to comply with the rules and regulations of this contract and as stated in the Exhibitor's Manual 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.

6. Licenses and Permits

Exhibitors shall be bound by all pertinent laws, codes and regulations of municipal or other authorities having jurisdiction over the exhibit facility or the conducting of said exhibit, together with the rules and regulations or the owners and/or operators of the facility in which the exposition is held.

No music will be broadcast without appropriate licensing and Show Management approval.

EXHIBITOR IS NOT PERMITTED TO MAKE SALES AT THE BOOTH SPACE UNLESS THE APPROPRIATE SALES TAX AUTHORIZATION AS REQUIRED BY LOCAL LAW HAS BEEN OBTAINED.

7. Available Services

On behalf of the Exhibitors, FireShowsWest has designated official exposition contractors to provide the following: drayage, cartage, furniture, booth and floor decorations, signs, photographs, telephone services, etc. Service of electricians, plumbers, carpenters and other labor will be available and charged at the then-prevailing rate. Contractors and rates will be listed in the Exhibitor Service Kit to be issued separately. FireShowsWest assumes no responsibility or liability for persons, parties, and organization. Arrangements for these services and payments are to be made between Exhibitors and official Exposition contractors. Rules and regulations for union labor are made by the local unions and these 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 currently in effect.

8. Protection of Facilities

Nothing shall be posted on, tacked, nailed, screwed, or otherwise attached to the columns, walls, floors or other parts of the exposition hall exhibit area without permission from the proper building authority. Packing, unpacking, and assembly of exhibits shall be done only in designated areas and in conformity with directions of Show Management, the exposition hall manager or their assistants.

9. Installation and Dismantling

The specific requirements as to time for installation and dismantling of exhibits shall be set forth in the Exhibitor's Service Kit supplied to each Exhibitor for this particular exposition. Such requirements shall be binding upon the Exhibitor as set forth herein.

10. Photography

The photography rights for all activities during the exposition are reserved for Show Management. Show Management occasionally uses photographs of their exposition activities in their marketing collateral. As an exhibitor, you are giving permission to publish pictures and/or video that may contain your photo or a likeness of you. Any and all use of this material outside of this specified above description will require a subsequent grant of authority from Exhibitor, which shall not be unreasonably withheld.

11. Performance

This contract shall be interpreted in accordance with the laws of the State of Nevada and any arbitration or litigation arising out of performance hereof shall occur in the courts of Washoe County, Nevada.

12. Limitation of Liability

In no event will either party, or its subsidiaries, be liable to the other for consequential, exemplary, incidental or indirect or punitive damages or costs (including legal fees and expenses), or loss of goodwill, in connection with the performance of this agreement, even if such party, or its subsidiaries, have been advised of the possibility of such damages or costs. Notwithstanding any provisions to the contrary, each party's total liability based on any cause of action under this agreement is limited to direct damages at the amount paid for the relevant exhibit booth rental fees.