

The Docks Expo Exhibit Contract, Conditions, Rules and Regulations:

On behalf of _____ (“Exhibitor”), I agree to abide by all rules and regulations outlined in the below agreement. I understand that the Exhibitor Service Manual and direct email updates will be provided to exhibitors containing the information necessary to participate at The Docks Expo. The Exhibitor is responsible for the information and deadlines contained in the Exhibitor Service Manual and therefore required to meet all deadlines or may miss specific marketing or logistic opportunities. This contract is executed by Exhibitor for the benefit of The Waterways Journal, Inc. and The Docks Expo (hereinafter collectively “Show Management”) and hereby applies to the invoice for exhibit space in The Docks Expo to be held on Dec. 3 to Dec. 5, 2019 (hereinafter “Exposition”). The signing of this contract indicates agreement by the Exhibitor to comply with the Exposition regulations, instructions and conditions of the contract published below with all the conditions under which facilities at the Music City Center are provided to Show Management.

Exposition Site and Time

The Exposition will be held at the Music City Center. Show Management reserves the right to make changes in the exhibit hours and dates; however, any such changes will be made known as far in advance of the Exposition as reasonably possible and exhibitors will be notified accordingly.

Contract for Space

Show Management has the right to approve or reject Exhibit Applications and to approve or reject all solution and product demonstrations, exhibits or promotions to be presented at The Docks Expo. The Exhibit Application shall be considered a binding contract between the two parties and subject to the rules and regulations as set forth in this contract when it is submitted with full payment and accepted by Show Management. By submitting an Exhibit Application, the Exhibitor releases Show Management from any and all claims or liabilities to Exhibitor, its agents, licensees, or employees that may arise or be asserted as a result of submission of an application or of participation in this Exposition.

Any exhibitor which would like to use function space at any of The Docks Expo contracted hotels or convention center must first obtain the prior written approval of The Docks Expo for use of such space. Should the planned use or actual use of the function space be for goods and services outside the scope of those described or outside the character and purpose of the show, such exhibitors shall be deemed to have consented to the termination of its function space and waives and all claims against The Docks Expo.

Booth Allocation and Payment

Each potential exhibitor is required to mail, email or fax an application, or submit an online application (if available) along with payment terms in contract in order to be included in the initial booth selection process. Show Management has the right to approve/disapprove applications, to assign an exhibit space and to approve/disapprove all demonstrations, exhibits or promotions to be presented at The Docks Expo. This application becomes a contract when signed by the Exhibitor and accepted by Show Management.

Installation, Exhibition and Dismantling Hours

Exhibitors will have reasonable time to install and dismantle their exhibits which will be specified in the Exhibitor Service Manual. No exhibitor will be permitted to dismantle their exhibit displays or remove products from the exhibitor showcase prior to the close of the trade show. Exhibit materials not removed from the exhibitor showcase by the time specified may be removed by Show Management at the Exhibitor’s expense and liability, shall be deemed abandoned by Exhibitor, and may thereafter be disposed of by Show Management without liability. Refer to the Exhibitor Service Manual for complete schedules, rules and regulations and instructions for the installation and removal of the exhibits.

Set-up of Exhibits

Tuesday, December 3, 2019
8:00 a.m. - 4:00 p.m.

If an exhibit is not set-up by 4:00 p.m. on Tuesday, December 3, 2019, Show Management reserves the right to re-assign such space to another Exhibitor or to make such other use of the space as deemed necessary or appropriate. Show Management reserves the right to set-up the exhibit or remove the freight from the booth at the Exhibitor’s expense. No refund will be made to the original contracting Exhibitor. Show Management reserves the right to modify hours in which case all Exhibitors will be notified.

Exhibit Hours*

Wednesday, December 4, 2019
9:00 a.m. – 5:00 p.m.

Thursday, Dec. 5, 2019
9:00 a.m. – 3:00 p.m.

* These hours are subject to change by Show Management.

Dismantling of Exhibits

Thursday, Dec. 5, 2019
3:00 p.m. – 7:00 p.m.

Show Management reserves the right to remove the freight from the booth and store it at the Exhibitor's expense, at which time the exhibit and all freight and other items remaining in the exhibit shall be deemed abandoned by Exhibitor and may thereafter be disposed of by Show Management without liability. Exhibits are to be kept intact until the closing of the show. No part of an exhibit shall be removed during the show without special permission from Show Management. Any Exhibitor who begins dismantling of its display before the close of the show may lose part or all its company's priority points and may entirely lose the privilege of exhibiting at future shows.

Freight removal deadlines and carrier check-in schedules will be posted in the exhibitor service manual to be sent no later than 90 days from the start of the conference.

Compliance with Schedule

All exhibits must be installed during the time designated. Exhibit staff must oversee the display during the hours when the exhibit area is open. Exhibitor agrees to maintain the exhibit through all Show Hours.

Exhibitor Badges

Badges are required for all persons working in the exhibitor showcase and must be worn while in the exhibitor showcase. Children under the age of 16 are not permitted in the exhibitor showcase at any time. Exhibitors are provided three (3) complimentary exhibitor badges per 100 sq. ft. of booth space.

Exhibitor Appointed Contractor

If Exhibitors intend to use an Exhibitor Appointed Contractor (EAC) to set-up and/or dismantle their booth, the Exhibitor must notify Show Management. A notification form will be provided in the Exhibitor Service Manual. An original certificate of insurance must be filed with Show Management for any exhibitor appointed contractors to gain access to the show floor. EACs shall be issued temporary credentials by Show Management in order to access the exhibit hall.

Cancellation or Reduction in Size of Exhibit Space

In the event any Exhibitor must cancel all or part of the exhibit space contracted for herein, the Exhibitor must do so in writing via certified mail, return receipt requested to Show Management.

Cancellation 120 days or more ahead of exhibit hall opening results in a 50% refund.

Cancellation between 120 days and 90 days prior to exhibit hall opening will result in a 25% refund.

Cancellation fewer than 90 days prior to exhibit hall opening results in no refund.

This also applies to reduction in space.

Arrangement of Exhibits

The space provided will be as shown on the floor plan to the extent possible, but Show Management reserves the right in its sole discretion to make changes in the location, size and display limits of any booth.

Subletting of Exhibit Space

Exhibitors may not sublet, assign or apportion any part of the space allotted, nor represent, advertise or distribute literature for the product or services of any other firm or individual except as approved in writing by Show Management.

Restrictions

Show Management reserves the right to restrict or prohibit exhibits which, because of noise, method of operation or any other reason, are objectionable or otherwise detract from or are out of keeping with the character of the Exposition as a whole. Show Management may prohibit installation or request removal or discontinuance of any exhibitor or promotion which, if continued, departs substantially from exhibitor's pre-approved design and description. In the event of such restrictions prohibitions or removal, Show Management may, where it deems appropriate in its sole discretion, refund the Exhibitor Space Rental Fee. In no event shall Show Management be liable to the Exhibitor as a result of any restrictions, prohibitions or removal of any exhibit or promotion of Exhibitor.

All meetings or events, whether on-site at Docks Expo or off-site at an unaffiliated venue, are considered In Conjunction With (ICW) and must be approved by Docks Expo Show Management. Exhibitor or any other exhibiting companies cannot schedule ICW events that directly compete with the conference schedule, including but not limited to exhibit hall hours, education sessions, general sessions, conference receptions, meals, and breaks.

Marketing and Communications

Exhibitors and sponsors are not authorized to send email blasts to attendees without prior written approval from Show Management team. Unauthorized usage of any provided attendee list will result in loss of exhibit booth space without refund.

Security

The Docks Expo will employ guards inside the exhibit space to take reasonable precautions for safeguarding of the overall exhibit space. Exhibitors may make their own security arrangements regarding items requiring special security.

Liability and Insurance

Exhibitor remains solely responsible and shall assume all liability for any and all damage to property or the exposition facility. Exhibitor always remains solely responsible for the safety of its property during transit to and from the Exhibitor Showcase and within the Showcase. Show Management, its directors, officers,

employees, subcontractors, agents and representatives (hereinafter "Show Management Parties") shall not be responsible for Exhibitor's property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE NOW OR IN THE FUTURE AGAINST ANY OF THE SHOW MANAGEMENT PARTIES FOR BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF EXHIBITOR'S PROPERTY, INCLUDING WITHOUT LIMITATION ANY DAMAGE OR LOSS CAUSED BY THE NEGLIGENCE OR OTHER ACT OR OMISSION OF ANY OF THE SHOW MANAGEMENT PARTIES OR CAUSED BY ANY OTHER EXHIBITOR AT THE SHOWCASE.

Exhibitor agrees that it will indemnify and hold the Show Management Parties and The Docks Expo harmless from and against all claims on account of injury to any person or property to the extent that any such injury was caused wholly or in part by an act or omission of Exhibitor or any of its agents, employees, subcontractors, guests, licensees or invitees. This indemnification by Exhibitor is effective unless such injury was caused solely by the gross negligence or willful misconduct of any of the Show Management Parties. Exhibitor agrees that if Show Management is made a party to any litigation commenced by or against Exhibitor, or relating to this contract of the Exposition, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY OR IMPOSED UPON ANY OF THE SHOW MANAGEMENT PARTIES BY REASON OF SUCH LITIGATION.

Exhibitors are required to maintain and be able to provide a certificate of insurance evidencing the following:

1. General liability with limits not less than \$1M per occurrence, \$2M aggregate
2. Such additional insurance as may otherwise be required by The Waterways Journal Inc.

The Waterways Journal, Inc., the Convention Center Authority of the Metropolitan Government of Nashville, and Davidson County, and Music City Center are to be listed as additional insureds on a primary and non-contributory basis with respect to general liability. Exhibitors accept liability for any losses or damages for failure to carry appropriate coverage.

A waiver of subrogation must apply to all policies. Exhibitor and Show Management each hereby releases the other and its respective directors, officers, employees, subcontractors, agents and representatives, and every person claiming by, through or under either of them, from any and all liability or responsibility (to them or anyone claiming by, through or under them by way of subrogation or otherwise) for any loss or damage to any property (real or personal) caused by fire or any other insured peril covered by any insurance policies for the benefit of either

party, even if such loss or damage shall have been caused by the fault or negligence of the other party, its employees or agents, or such other tenant or any employee or agent thereof.

All carriers are to maintain an A.M. Best rating of not less than A-VII.

Certificates should be sent to: The Docks Expo, Attn: Jennifer Hoferlin, 319 N. 4th Street, Suite 650, St. Louis, MO 63102 or jhoferlin@wiinc.net

Signage/ Booth Dimensions

A. The aisles, passageways and overhead spaces remain strictly under control of The Docks Expo. No signs, decorations, banners, advertising or special exhibits will be permitted in these areas except by purchase of aisle space and special permission of The Docks Expo. No overhead signage/ materials may be hung from the ceiling by exhibitors, except islands of 4 or greater booths may hang professionally-produced signage and/or lighting over their ground supported booth. Lighting must be indirect and completely shielded to eliminate glare and interference with other exhibitors or guests. The use of flashing or rotating lights will not be allowed. Products on display which have such lighting must be pre-approved by Show Management. The bottom of an island booth hanging sign must be at least 12' off the show floor and the top of the booths sign must not extend more than 20' from the exhibit hall floor. Signage, draping and lighting may NOT block any signage belonging to The Docks Expo, other booths, or the facility. Hanging signs and/or lighting must be hung directly over the booth and not the aisles. All signs, regardless of size, should be constructed of lightweight materials to allow greater flexibility and ease of installations. Signs and/or lighting should not be more than 50% of your booth space size. All rigging must be requested first through the appointed decorator who will coordinate approval with show management and services as needed with the convention center if they require providing rigging services. All hanging signage and/or lighting must adhere to the policies of the show facility. The Docks Expo reserves the right to refuse the use of hanging signage and/or lighting that in its option is not keeping with the character or purpose of The Docks Expo, or cause injury or interferences with, the display of other exhibitors. Obstruction of the aisles is strictly prohibited. Should you need to request authorization for rigging to support a booth structure that comes from the floor up, please submit to The Docks Expo decorator. Approval for the use of hanging signs, draping and graphics, at any height must be received by The Docks Expo decorator at least 60 days prior to installation to meet Convention Center requirements. Variances may be issued at the show management's discretion. Drawings should be available for inspection.

B. Exhibits must be arranged so as not to obstruct the general view or hide other exhibits. Exhibit fixtures, components and signage will be permitted to a maximum

height of 8' 0" but must be 4' or greater from the exterior borders of the space, including sides bordering other exhibitors. Exhibitor agrees to abide by all rules and regulations as outlined in the IAEE Guidelines for Display Rules & Regulations. Contact Show Management with any questions.

Souvenirs

A. No exhibitor will be permitted to display or distribute literature, souvenirs or any promotion outside the confines of the assigned booth space in the Exhibitor Showcase without written approval from Show Management. Badge lanyards and badge holders may not be distributed as souvenirs to attendees. Show Management also reserves the right to remove, at Exhibitor cost, any promotional material or product deemed by Show Management as not suitable for display at The Docks Expo.

B. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers or labels will be permitted as handouts.

C. Any special promotions, music or stunts planned for the Exhibit Hall, must be cleared with Show Management. Show Management reserves the right to designate specific days and hours during which special promotions and stunts may be conducted, if they are permitted at all.

D. Please refer to and abide by the Tennessee State Statutes regarding drawings, game of chance and raffles on the exhibit hall floor.

Facility Rules & Regulations

A. Exhibitors must abide by all the facility rules and regulations of the Music City Center. A detailed list of all convention center rules and regulations are included in the Exhibitor Service Manual, made available to Exhibitors approximately 90 days prior to show opening. Contact Show Management to obtain a copy. The Music City Center has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Service Manual.

B. All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Music City Center and the Fire Marshall.

C. No animals are permitted in the Music City Center other than service animals.

D. Any food or beverages to be sampled at exhibit booths must be approved by Show Management and the Music City Center. If approved, food and beverage must be ordered directly through the Music City Center.

ADA

All Exhibitors shall be responsible for compliance with the Americans with Disabilities Act. The Exhibitor shall hold Show Management and its directors, officers, employees, subcontractors, agents and representatives harmless from any consequences of Exhibitor's failure in this regard. For more information on the Americans with Disabilities Act and how to make your exhibit accessible to persons with disabilities, please contact:

U.S. Department of Justice
ADA, Civil Rights Division
Disability Rights Section – NYAV950
Pennsylvania Avenue, NW
Washington, D.C. 20530
Phone: 800.514.0301 (voice) / 800.514.0383 (TTY)
Web site: www.usdoj.gov/crt/ada/adahom1.htm

Performance of Music and Licenses

Exhibits that include the operation of musical equipment, radios, sound motion picture equipment, public address systems or any noisemaking machines must be operated so that the resulting noise will not annoy or disturb adjacent exhibitors and their patrons and must be approved by Show Management. Speakers and other sound devices should be positioned to direct sound into the booth rather than into the aisle. Rule of thumb: Sound and noise should not exceed 85 decibels. Demonstration areas must be organized within the exhibitors' space so as not to interfere with any aisle traffic. Should spectators of a demonstration interfere with normal traffic flow in the aisle, Show Management will require that the demonstration cease.

Exhibitors and vendors are responsible for individual ASCAP/BMI music licensing fees if applicable. Vendors and exhibitors hereby represent that they have, or shall have by the time of the event, obtained all required licenses for the live or recorded performance of music. Exhibitors and/or vendors shall indemnify and hold harmless Show Management, its directors, officers, employees, subcontractors, agents and representatives from and against all claims, costs (including reasonable attorney's fees), expenses and liabilities arising from breach of the foregoing representations.

Conduct of Exhibitor's Employees

Exhibitor's employees whether full, part-time or temporary personnel hired by the exhibitor, shall always conduct themselves in an ethical manner. Solicitation of employment to any of the attendees or any exhibitor personnel is strictly prohibited and considered unethical and shall result in serious penalties and/or loss of privilege to exhibit in or attend future events. Show Management may also ask any persons deemed, in Show Management's opinion, to be acting in an obstructive manner, or inappropriately dressed for the week's business activities to leave the exhibit floor. All booth personnel must be properly and modestly

clothed.

No Recruiting

Advertising for employees or written recruiting literature is not allowed. Recruiting in any form is strictly prohibited. Anyone who violates this policy will not be allowed to attend The Docks Expo the following year. Any company or individual found recruiting will be expelled from the conference immediately, will lose membership, and lose any future opportunities to attend and exhibit at The Docks Expo.

Authorized Exhibit Representative

Print Name

Date