

**TERMS AND CONDITIONS OF EXHIBITING AT
IECA ANNUAL CONFERENCE AND EXPO**

- 1. Application and Definitions:** These Terms and Conditions apply to and are made part of the IECA Exhibit Space Contract entered into by IECA and the Exhibitor named therein with respect to the IECA Annual Conference and Expo ("Conference") to be held in Raleigh, NC on February 24-26, 2020 at the Raleigh Convention Center (the "Conference Facility").
- 2. Compliance With Law/Rules/Interpretation:** Exhibitor will comply with all applicable laws, rules, regulations, codes and licensing requirements of governmental authorities, all rules, regulations and codes of the local Police and Fire Department at the location of the Conference, all applicable fire, utility and building codes, these Terms and Conditions, and all Rules and Regulations, policies and criteria of IECA or the Conference Facility, which are applicable to Exhibitor or its activities. IECA shall have full power in the interpretation and enforcement of All Terms, Conditions, Rules and Regulations governing Exhibitors and shall have the authority to make such further rules and regulations, orally or in writing, as IECA considers necessary for the proper conduct of the Conference, and any such decisions shall be binding on Exhibitor.
- 3. No Endorsement:** The rights granted to Exhibitor herein do not constitute and may not be used to imply the endorsement or Exhibitors products or services by IECA.
- 4. No Assignment:** The rights granted to Exhibitor herein are personal to Exhibitor, and may not be assigned, subleased, or otherwise transferred by Exhibitor. Exhibitor may not permit in its exhibit space and products or representatives of non-exhibiting companies.
- 5. Postponement or Cancellation of Conference:** If the Conference is postponed or rescheduled in whole or in part, for any reason, including but not limited to force majeure, the obligations of the parties to perform hereunder shall be delayed to take into account such postponement or rescheduling. In the event that the Conference is cancelled in its entirety, for any reason, including but not limited to force majeure, as Exhibitor's exclusive remedy, IECA will endeavor to refund all or a portion of exhibit fees paid by Exhibitor, after taking into consideration funds expended that are not recoverable by IECA. Cancellation or substitution of a particular session or program at the Conference will not be deemed a cancellation hereunder.
- 6. Disclaimer:** While IECA desires that the Conference be successful for Exhibitor, IECA specifically disclaims any warranty with respect to success or results for Exhibitor.
- 7. Limitation of Liability:** EXHIBITOR AGREES THAT IN NO EVENT SHALL IECA'S LIABILITY HEREUNDER EXCEED THE AMOUNT OF THE EXHIBIT FEE ACTUALLY PAID BY EXHIBITOR. IN NO EVENT SHALL IECA BE LIABLE FOR ANY LOSS OF INCOME, PROFIT, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.
- 8. Release and Indemnification:** Exhibitor releases, waives, and discharges any claim, demand or cause of action that Exhibitor, its officers, directors, employees, agents or guests ("Releasers") may have against IECA, its directors, officers, employees, agents, general service contractors, members or volunteers or the Conference Facility, its directors, officers, employees, agents, general service contractors ("Releasees") for any liability, loss, damage, expense, claim or cause of action of any kind arising out of Releasers' participation in or exhibition at the Conference, or its actions or activities of Releasers or any third parties involved in the Conference (including other exhibitors), whether caused by the negligence of Releasees or otherwise. Exhibitor agrees to indemnify, defend, hold Releasees harmless from any loss, damage, expense, claim, or cause of action of any kind (including reasonable attorney's fees and costs), arising out of (i) Exhibitor's products, services, Promotional Materials, (ii) the display or publication of any Exhibitor information (including Exhibitor's Marks or Promotional Materials) in connection with Conference, in IECA publications (electronic or print), on IECA's website, or elsewhere, (iii) Exhibitor's performance or failure to perform under this Contract or breach of any warranty, representation or covenant made by Exhibitor in this Contract, or (iv) Exhibitor's participation in and operation of exhibit space at, the Conference. This indemnification obligation shall survive the termination of this contract.
- 9. Violations:** If Exhibitor violates any of the terms of the Contract, including but not limited to these Terms and Conditions or the Rules and Regulations, IECA may take such actions as it deems appropriate in its sole discretion, including but not limited to the Contract, removing the exhibit, requiring forfeiture of all or a portion of accrued priority points or forfeiture of all rights to exhibit at future events listed by IECA, and exercising any remedies it may have hereunder or under applicable law. If Exhibitor has defaulted under the Contract, IECA will not be liable for refunds of any Exhibit Fees paid by Exhibitor, even if IECA leases any forfeited space to another Exhibitor.
- 10. Risk of Loss/Insurance:** Exhibitor acknowledges and agrees that neither IECA nor the Conference Facility carries insurance for or will be responsible for loss of or damage of Exhibitor's property and for its liability as the elects. In addition, Exhibitor shall obtain and maintain at its own expense a standard Commercial General Liability Policy with a combined policy limit of at least \$1 million, which policy shall (i) provide coverage for injury or death to persons and damage to property in connection with the Conference, and (ii) list IECA and the Conference Facility as additional insureds. Such coverage shall be on an "occurrence" as opposed to "claims made" basis and shall cover the entire time period during which Exhibitor is present on or has any property at the Conference Facility. Exhibitor shall provide IECA with such evidence of coverage.
- 11. Reservation of Publicity/Media Rights and Approval of Exhibitor Marketing:** IECA retains all rights of publicity in connection with the Conference. Exhibitor shall not originate any communication or promotional item whatsoever that references IECA or the Conference without IECA's prior written consent. Exhibitor grants IECA and its licensees the right to use the name of Exhibitor and Exhibitor's Marks and Promotional Materials for purposes of publicizing the Conference. Exhibitor on its own behalf and on behalf of its employees and agents who are on the premises of the Conference, consents to and authorizes the use of their name, likeness, voice and identity in connection with any media originated from the Conference, in all media forms, including but not limited to photographs or videos.
- 12. Term and Termination:** Except as otherwise provided herein, the term of this Contract shall extend through the completion of the Conference. To the extent that this Contract contemplates (whether or not specified) that a party shall perform an obligation after expiration or termination of this Contract, such obligation and all provisions of this Contract relating thereto shall survive the termination of this Contract. In the event that IECA determines, in its sole discretion, for any reason and at any time, that the Exhibitor Fees paid by Exhibitor, and IECA shall have no further liability hereunder. Notwithstanding the foregoing, termination of this Contract due to default by Exhibitor will be addressed pursuant to Section 12. Fees paid by Exhibitor hereunder are not transferable to any other conference, event, product, or service offered by IECA.
- 13. Dispute Resolution:** The parties shall endeavor in good faith to resolve any disputes that may arise regarding this Contract. In the event of any litigation or arbitration proceedings between the parties hereto, the prevailing party in such proceedings shall be awarded, in addition to the amount of any judgement or other award entered therein, the costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in such proceedings. This provision shall survive termination of the Contract.
- 14. Miscellaneous:** The Contract, these Terms and Conditions, and the Rules and Regulations, constitute the entire agreement between Exhibitor and IECA and supersedes all prior agreements and understandings relating thereto. This Contract shall be governed by the laws of the State of Colorado, without giving effect to principles of conflict of laws. The relationship of the Exhibitor and IECA hereunder shall be solely that of independent contractors. No failure of any party to give notice of or seek a remedy for any violation of this Contract or to insist on strict performance hereunder shall reduce, impair, or affect such party's rights to later seek such remedy or insist on such performance with respect to the same or other violations or failure, regardless of such party's knowledge thereof. This Contract may be executed by facsimile signature and in counterparts.