

SpaceCom – The Space Commerce Conference and Exposition

December 11 - 13, 2018 • George R. Brown Convention Center • Houston, TX

CONTRACT FOR EXHIBIT SPACE

The undersigned, by the duly authorized officer, agent or employee (hereinafter called "Exhibitor") hereby enters into a contract with National Trade Productions (hereinafter called "NTP") for exhibit space at NTP's SpaceCom Conference and Exposition 2018, to be held December 11 – 13, 2018 at the George R. Brown Convention Center in Houston, TX. This contract is subject only to the acceptance by counter signature of NTP and to such additional terms and conditions, which constitute a part of, or are included in, this contract. Reservation of exhibit space by NTP on behalf of the Exhibitor is conclusively presumed to be adequate consideration to bind the Exhibitor. No alleged representations, understandings, agreements, modifications, alterations, or additions not contained within the body of this written Contract shall inure to the benefit of the Exhibitor or be binding upon NTP. The Exhibitor further agrees that if, in the opinion of NTP, it becomes necessary to change the original allocation of space, such changes may be made by notification to the authorized representative of the Exhibitor.

TERMS FOR RENTAL AND CONTRACTUAL OBLIGATIONS:

A. EXHIBIT SPACE RENTAL FEE: The rental fee for exhibit space is as follows:

- \$38.00/ sq. ft. for exhibit space
- \$30.00/ sq. ft. for exhibit space for Government Agencies
- \$2,500/ea. for a Small Business Table Top Package

B. DEPOSIT AND PAYMENT TERMS ARE: The first installment of 50% of the exhibit space rental fee is due on January 31, 2018. The final installment of 50% must be paid by August 17, 2018. **Failure to make payment by said payment dates does not release the contractual or financial obligation on the part of the Exhibitor.** Exhibit space contracts submitted to NTP on or after August 18, 2018, must be accompanied by the full payment of the exhibit space rental fee. Exhibitors will be liable for any collection expense, including reasonable Attorney's fees, "reasonable" to be construed as not less than twenty-five percent (25%) of the amount of all other monies determined to be owed by the Exhibitor. **Please fax signed contract to (703) 706-8234 or email sales@spacecomexpo.com. Please make checks payable to National Trade Productions, Inc. (all monies must be in US Dollars). Send payment to: National Trade Productions, Inc., 313 S. Patrick St., Alexandria, VA 22314.**

C. CANCELLATION: In the event the Exhibitor cancels all or part of the exhibit space contracted herein, the Exhibitor must do so in writing (to 313 S. Patrick St., Alexandria, VA 22314), and will be obligated to pay to NTP liquidated damages based on the schedule listed on reverse. Written notice of cancellation must be received no later than January 31, 2018 to incur no penalty. Written notice of cancellation received February 1, 2018 through August 17, 2018 will be liable for 50% of rental fee due. Written cancellation received on or after August 18, 2018 obligates the Exhibitor to pay NTP 100% of the rental fee due.

D. EXPO HALL SPACE: Size: _____ ft. x _____ ft. Booth No. (s): _____
Total Booth Area: _____ sq. ft. Total Cost: \$ _____

E. PRODUCTS TO BE EXHIBITED: _____

F. ACCEPTANCE AS BINDING CONTRACT:

Company _____
Address _____

City/State/Zip _____
Country _____
Name _____
Title _____
Telephone _____
Fax _____
E-Mail _____
Website/URL _____

G. ALL INVOICES SHOULD BE SENT TO:

Name _____
Title _____
Mailing Address _____
City/State/Zip _____
Country _____
Telephone _____
E-Mail _____

H. SEND ONLINE EXHIBITOR SERVICES MANUAL TO:

Name _____
Title _____
Address _____
City/State/Zip _____
Country _____
Telephone _____
E-Mail _____

Signature by Authorized Representative _____ Date _____

The individual signing this contract represents and warrants that he/she is duly authorized to execute this binding contract on behalf of named Exhibitor and, furthermore, agrees to all Terms and Conditions of this Contract.

For Use by National Trade Productions, Inc.

Exposition Assigned SPC 2018 Booth Assigned _____ Total Square Feet _____ Total Rental Fee \$ _____

Accepted for National Trade Productions, Inc. _____ Date _____ A/E Code __RH__

SpaceCom Exhibitor Terms and Conditions

CANCELLATION: The Exhibitor specifically recognizes and agrees that NTP will sustain losses in the event the Exhibitor fails to provide timely written notice of cancellation. In keeping with industry practice, the existence of such practice being hereby acknowledged by the Exhibitor, and because such losses cannot be precisely measured but include the costs associated with the inability to replace those canceling, advertising, credibility, redesigning of floor space, and the like, the Exhibitor agrees upon the following late cancellation assessment schedule as being in the nature of liquidated damages, which schedule is specifically designed to compensate NTP for NTP losses and not constitute a penalty, should the Exhibitor fail to provide timely written notice, by certified mail, of cancellation of all or any part of NTP assigned booth space.

CANCELLATION DURING THE PERIOD OF:

Through January 31, 2018.....0%
February 1, 2018 through August 17, 201850%
On or After August 18, 2018.....100%

Cancellations will be accepted only in accordance with the above schedule. There will be no refunds for cancellations received on or after February 1, 2018. Failure to make full payment of deposit on exhibit space rental fee on or before August 17, 2018 on a Contract filed prior to, or on, that date will subject Exhibitor to Cancellation of Contract by NTP, forfeiture of deposit made and liability for balance due. If booth space is not occupied by 4:00 pm, December 11, 2018, NTP shall have the right to use the space. Reletting by NTP of an Exhibitor's canceled space shall not act to excuse Exhibitor from assessment.

EXHIBIT HOURS:

Exhibit hours, subject to change, are as follows:
Tuesday, December 11, 2018.....4:30pm – 7:00pm
Wednesday, December 12, 2018.....10:00am – 5:00pm
Thursday, December 13, 2018.....10:00am – 3:00pm

SPACE: The exhibit space diagram, available on the SpaceCom 2018 web-site, shows the floor arrangement of space. Dimensions and location of each booth are believed to be accurate but only warranted to be approximate.

ARRANGEMENT OF EXHIBITS: 8' Post and Panel Back-drop with 3' sidewalls, and a company ID sign are provided without charge. Exhibitor will provide all other furnishings, equipment, facilities, etc., at their own expense and responsibility. (They may, at Exhibitor's discretion, be obtained through the official suppliers.) Booth back-drops are eight feet in height, and divider rails are three feet in height. In the area five feet forward from the rear back-drop of each booth, display materials may be placed up to a height not exceeding eight feet from the building floor. In any portion of the booth beyond five feet from the rear back-drop of the booth, all parts of the exhibit shall be placed not to exceed the height of four feet. Island configurations are limited to 20 feet where ceilings permit. Any deviation must be submitted to NTP for prior approval. Exhibits not conforming to these specifications or which in design, operation, or otherwise, are objectionable in the opinion of the management will be prohibited. All demonstrations and exhibits must be confined to the exhibit booths. No exhibitor shall assign, sublet, or share the whole or any part of the booth space allotted. If NTP gives permission for subletting of space, the Exhibitor is not permitted to resell or co-op their space at less than the full price. All exhibits must have floor covering. No concrete should be visible in or around exhibit.

GENERAL RESTRICTIONS:

- Exhibitors are prohibited from using amplifying equipment that is objectionable to NTP.
- Exhibitors must confine their activities to their contracted space.
- For displayed vehicles on the show floor; the length of the vehicle(s) multiplied by the width of the vehicle(s) cannot exceed 80% of the total booth space.
- Exhibitors will not be permitted to use strolling entertainment or to distribute samples or souvenirs except from within their own booths.
- Exhibitors who use costumed models or mannequins should be sure that their manner of appearance and dress is such as to not offend even the most critical.
- Draping materials and other decorative materials must be flameproof and comply with all State and local regulations.
- NTP reserves the right to require modification of questionable exhibits.
- Exhibitors using music in their booth, either live or mechanical, must provide NTP with a copy of Exhibitors licensing agreement with ASCAP, BMI, SESAC or other such licensing organization or must expressly warrant in writing to NTP that no such license is required due to exemption under 17 U.S.C. § 110 (5) or other specified exemption. Further, should Exhibitor play music, Exhibitor agrees to indemnify and hold NTP harmless from any action brought against NTP by ASCAP, BMI, SESAC or other licensing organization for the playing of such music.
- Exhibitors must comply with all safety provisions as noted in the Exhibitor Service Manual and as required by the Facility and Fire Marshal.
- The laws of the state of Texas shall govern the construction, interpretation and enforcement of this agreement.

LIABILITIES: Neither NTP, its agents, and employees, or the Facility or its employees shall be held liable for, and are hereby released from liability for, any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, employees or other representatives resulting from theft, fire, water, accident or any

other cause. In no event shall NTP, its agents, and employees, or the Facility or its employees be liable for any consequential, indirect or special damages, whether foreseeable or unforeseeable, whether based upon lost goodwill, lost profits, loss of use of the Exhibit Space, or otherwise, and whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability in tort or otherwise, and whether based on this Agreement, any transaction performed or undertaken under or in connection with this Agreement, or otherwise. Exhibitor agrees that the liability of NTP, its agents, and employees, and the Facility or its employees for damages, regardless of the form of action, shall in any event be limited to the aggregate exhibit fees paid under this Agreement.

The Exhibitor shall indemnify, defend and protect NTP, its agents, and employees, and the Facility and its employees against, and hold and save NTP, its agents, and employees, and the Facility and its employees harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorneys' fees and expenses of whatever kind or nature, which result from, arise out of, or are connected with any acts or negligence of, or failures to act by Exhibitor and, or any of their officers, agents, employees or other representatives, including, but not limited to, claims of damage or loss resulting from the breach of this Agreement, and claims of damage or loss to any third party resulting from any infringement of a copyright or patent or the unauthorized use of any trademark.

INSURANCE: Exhibitors and, or any of their officers, agents, employees or other representatives shall maintain Commercial General Liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate and name NTP, its agents, and employees, and the Facility and its employees as Additional Insureds. Exhibitors and, or any of their officers, agents, employees or other representatives shall maintain Worker's Compensation as required in Houston, TX and/or by Facility. Exhibitors, or any of its officers, agents, employees or other representatives shall be responsible for their own property. NTP will provide security guard service throughout the entire meeting, including the official periods of exhibit installation and dismantling. The furnishing of such service is in no case to be understood or interpreted by exhibitors as guaranteeing them against loss or theft of any kind.

AMERICANS WITH DISABILITIES ACT: Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless NTP and The Facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to have their booth comply with requirements under the Act.

HANDLING AND STORAGE: The Facility will not accept or store exhibit materials or empty crates. The Exhibitor will make his own arrangements for delivery and receipt of shipments and storage of crates before move-in time. These services are available from the official general contractor. Fire regulations prohibit the storage of empty crates and cartons within the exhibitor's booth area. Crates and cartons will be stored by the official general contractor and returned to the booth promptly at the end of the show as part of the handling contract.

BOOTH FURNITURE, LABOR, AND DRAYAGE: When notified, exhibitors are encouraged to forward prepaid shipments directly to the warehouse of the official general contractor at the address given in the Exhibitor Service Manual with the name of show, name of exhibitor, and booth number. A copy of the bill of lading should also be forwarded to the official general contractor. Schedule of prices and applications for furniture rental and labor services will be emailed to exhibitors well in advance of show time. Orders for utility services may have advance order deadline requirements that must be adhered to by exhibitors in order to ensure installation prior to show opening. Special forms, showing rates of other basis of charges will be sent in advance of show time.

ADMISSIONS: All persons visiting the exhibits will be admitted according to the rules and regulations of the Exhibits as issued or amended by the authorized representative of NTP.

RULES AND REGULATIONS: Exhibitors will abide by all other provisions of these rules and regulations, and with fire regulations and all other regulations of governmental agencies and the Facility. It is expressly understood and agreed by applicant that the Rules and Regulations of the Exhibit as issued or amended by NTP are hereby made an integral part of the Contract and of the agreement between Applicant and NTP for this reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the contract.

UNION RESTRICTIONS: Exhibitors agree to abide by all local jurisdiction union requirements, if applicable, for work involving installation and dismantling of exhibit space.