

VISION 2020: FIRSTNET USERS SUMMIT

Contract Terms and Conditions

1. CONTRACT FOR SPACE

This application for an Exhibit space, the formal notice of space assignment by PSBTA and full payment of rental charges for Exhibit space together constitute a contract for the right to exhibit at Vision 2020 (the "Exhibit"). The Exhibit is conducted under the direction of Public Safety Broadband Technology Association. ("PSBTA").

2. ACCEPTANCE

- 2.1 PSBTA reserves the right to unilaterally determine the eligibility of any company or product for inclusion as an exhibitor or participant in the Exhibit.
- 2.2 Acceptance of this Contract by PSBTA should in no way be construed as, and does not constitute or represent, an endorsement, evaluation, review, approval, or recommendation of any kind by PSBTA of either an exhibiting company or its products or services.
- 2.3 Exhibitor represents that any goods, services, or other products displayed, described or otherwise presented at the Exhibit comply with all applicable federal, state and local laws, ordinances, and regulations.
- 2.4 **Exhibitors understand Vision 2020: FirstNet Users Summit for the promotion of the FirstNet Eco-system and agree not to promote other wireless carriers.**

3. PAYMENT OF EXHIBIT SPACE CHARGES

PSBTA has a Net 30-day payment policy. Full payment is required to guarantee all exhibit space reservations. Acceptable forms of payment include VISA, Mastercard or AMEX.

4. CANCELLATION

All cancellation requests must be received in writing (Email is acceptable). If cancellation is received prior to June 28, 2020, the Exhibitor will remain liable for 50% of the total exhibit fee. If the cancellation request is received after June 28, 2020, the Exhibitor shall pay a cancellation fee equal to the amount of the exhibit space rental. All payments made to PSBTA under the Contract for Exhibit Space after June 28, 2020, shall be deemed fully earned and non-refundable.

5. ASSIGNMENT OF SPACE

- 5.1 PSBTA will assign exhibit space based on availability and in accordance with Exhibitor's requests whenever possible. If Exhibitor's choice is not available, PSBTA will assign the location deemed in the best interest of the Exhibit.
- 5.2 Exhibitor must take possession of its assigned exhibit space by 8:00am, Tuesday, September 29, 2020. If Exhibitor fails to take possession by this date and time, Exhibitor will be deemed to have voluntarily cancelled this Contract, and PSBTA will have absolute right to, at its sole option, sell, utilize or otherwise dispose of Exhibitor's assigned space in any manner PSBTA deems appropriate, without any liability or obligation whatsoever to Exhibitor.

6. GENERAL SERVICE CONTRACTOR

PSBTA will assign a General Service Contractor for the event. Each registered exhibiting company will be emailed an exhibitor service kit which will provide complete instructions, shipping information, and cost of available services and facility guidelines.

7. USE OF SPACE

- 7.1 PSBTA reserves the right to decline any Exhibit or Exhibitor, which, in the opinion of PSBTA, is not suitable and in keeping with the character of the Exhibit.
- 7.2 Sub-licensing/Booth sharing will not be permitted with another exhibitor unless one is a subsidiary of the other.
- 7.3 Exhibits must solely be used for the purpose of promoting Exhibitor's products or services and shall not be used for other business purposes. Rulings of Management in its sole discretion shall in all instances be final with regard to use of any exhibit space.
- 7.4 All displays, demonstrations, sales activities, etc., must be contained within the reserved booth space. Exhibitors may not impede traffic through the aisles.

8. EXHIBIT BOOTH DESCRIPTION

Each booth comes with an 8-foot back drape and 36-inch side drape dividers. Booth dimensions are 8 feet by 10 feet, unless otherwise specified.

9. EXHIBITS MUST BE OPEN AND STAFFED

Exhibits must be open and staffed for all scheduled Exhibit hours. Failure to comply with this policy will result in forfeiture of booth space without refund due.

10. EXHIBITOR REGISTRATION

Exhibitors are allocated two (2) exhibitor badges per 8'x10' booth for the first 4 booths (max 8 complimentary). Badges MUST be used by company employees only. Exhibitors may purchase additional Exhibitor badges.

11. LIABILITY

PSBTA shall not be responsible for any loss, damage, injury or theft that may occur to the Exhibitor or to the Exhibitor's employees or property from any cause whatsoever, prior, during or subsequent to the period covered by the Exhibit contract. The Exhibitor, on signing the contract, expressly releases PSBTA and the Exhibit facility as noted in the contract from, and agrees to, indemnify same against any and all claims for such loss, damage or injury.

12. SECURITY

PSBTA will NOT provide onsite security services during the event. The Exhibit Hall will be locked overnight. Exhibit space in hallways is not secured overnight.

13. INSURANCE

Exhibitor may incur in connection with the Exhibitor's participation or presence at the event, including, risks of theft, loss, harm or injury to the person (including death), property, business or profits of the Exhibitor, whether caused by negligence, intentional act, accident, Act of God or otherwise. Exhibitor shall carry no less than \$1 million of comprehensive general liability insurance. Exhibitor's policy should name PSBTA and the event facility (Westin Westminster) as additional insureds.

By executing this contract, the Exhibitor represents and warrants that it has all such insurance in effect and that it shall maintain all such insurance through the Exhibitor's occupancy of the exhibit space and the event facility. If requested by Management, the Exhibitor shall provide a certificate of insurance evidencing the required coverage.

14. FIRE REGULATIONS

All decorations must be flameproof and must stand a fire test as prescribed by applicable fire ordinances.

15. FORCE MAJEURE

In the event the exposition facility or any part of the Exhibit area thereof is unavailable, whether for the entire event, or a portion of the event, as a result of any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or any other cause or agency over which PSBTA has no control; or should PSBTA decide that because of any such cause it is necessary to cancel, postpone or re-site the Exhibit, or reduce the installation time, Exhibit time, or move-out time; PSBTA shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect, arising as a result thereof.

16. AMENDMENTS

Any and all matters not specifically covered by the preceding rules and regulations or contained in the Exhibitor Service kit, shall be subject to the decision of PSBTA. PSBTA shall have the full power to interpret, amend and enforce these rules and regulations, provided any amendments, when made, are brought to the notice of Exhibitors. Each Exhibitor, for itself and its employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence.

17. VIOLATION OF ANY OF THE ABOVE TERMS AND CONDITIONS shall invoke all remedies at the discretion of PSBTA, including, but not limited to closure of the Exhibit booth and the penalty of not exhibiting/ participating in future shows.