

1. **DEFINITIONS.** In these Terms and Conditions the terms (a) 'Agreement' shall mean this Event Space Agreement; 'Event' shall mean the event specified on page 1 of this Agreement; (b) 'Exhibitor' shall include all employees, servants and agents of any Company or individual to whom stand space has been allocated for the purpose of exhibiting at the Event and referenced on Page 1 of this Agreement; (c) 'DTF' shall mean DTF Expo, LLC, an Arizona limited liability company; and (d) 'Venue' means the venue at which the Event is to take place.
2. **PAYMENTS.** Payments are due in full 120 days prior to the first day of the event. Exhibitors with payments due will not be permitted entry to the exhibit hall. Failure to meet payment deadlines, as set forth on Page One of this agreement, will constitute a breach of contract. In addition, DTF reserves the right to deny Exhibitor set-up privileges if there are unacceptable past-due amounts for other services not related to this agreement.
3. **GENERAL.** DTF herein grants a revocable license to use the exhibit space assigned subject to the terms and conditions set forth in this Agreement. DTF makes no representations or warranties except as expressly set forth herein.
4. **REGULATIONS.** Exhibitor, Exhibitor representatives, and/or assigns, agree to abide by all pertinent City, State, and Federal laws, health orders, ordinances, fire, and safety codes and by all exhibit hall regulations as provided to Exhibitor.
5. **PROMOTION AND MARKETING OF THE EVENT.** DTF shall be entitled to use and reproduce the Exhibitor's name, trademark and logo in connection with the promotion and production of the Event.
6. **RECORDING OF EVENT.** Exhibitor acknowledges that the Event may be recorded and reproduced in any form (including but not limited to digital formats) and hereby authorizes DTF and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the Event. Exhibitor hereby releases DTF and its designees from, and waives all claims it may have, now or in the future, in connection with such activities, and specifically waives any statutory restriction on waivers of future claims or moral rights.
7. **COLLECTION OF INFORMATION.** In the event that Exhibitor chooses to collect information from Event attendees (via electronic means or otherwise), Exhibitor will do so in a manner that clearly identifies Exhibitor, and not DTF, as the entity collecting the information.
8. **EXHIBIT DESIGN & APPROVAL.** Exhibits must be designed, constructed and operated in good taste, of which approval is subject to the sole discretion of DTF. DTF hereby retains the right to prohibit the installation or operation of any exhibit not consistent with its standards. DTF reserves the right to refuse any exhibit not consistent with the quality, dignity, and theme of the Event. Merchandise and displays will be subject to DTF approval. Exhibitor agrees to adhere to generally accepted standards of good taste and to maintain the spirit and dignity of the Event. DTF reserves the right, at a cost to Exhibitor, to demand the alteration or deletion of any material or activity which it deems detrimental to the dignified image of the Event.
9. **EXHIBIT READINESS.** Exhibitor hereby agrees that exhibit will be set up, complete and clean at least one hour prior to the opening of each show day and will be open during all published show hours. Unless exhibit is approved by DTF as a non-staffed exhibit, Exhibitor agrees to have personnel staff on duty during all published show hours.
10. **SALES ACTIVITY.** Exhibitor agrees that all business activities, circulars, advertising matter, etc. may only be conducted and/or distributed within the exhibit space assigned to the Exhibitor. Such materials may not be distributed in other areas of the show without DTF consent.
11. **CASH SALES.** Exhibitor hereby accepts all responsibilities to secure appropriate licenses and to report all cash sales made by Exhibitor in connection with the event or events related to the agreement herein, in accordance with the Sales Tax regulations of the State and City in which the event is held. Further, Exhibitor hereby expressly releases DTF from any obligation or liability in connection with such licensing and/or reporting responsibility.
12. **INSURANCE.** Exhibitor accepts total responsibility for the exhibit and its safety in relation to fire, robbery, accident or other destructive cause, and to injury to any individual which might occur within the confines of the exhibit. If required, insurance will be placed by Exhibitor at Exhibitor's own expense. Exhibitor must obtain and carry a minimum of \$1,000,000 per occurrence limit for Commercial General Liability Insurance including bodily injury and property damage, \$1,000,000 limit for Commercial Property Coverage covering real and personal property and inland transit insurance, and \$1,000,000 limit Worker's Compensation. The insurance is to cover the full period of occupancy of the Space and, except for the Worker's Compensation policy, shall name DTF as an additional insured.
13. **SECURITY.** DTF will exercise all reasonable diligence in protecting property of Exhibitor, but neither DTF, the service contractor nor the Venue will be responsible for articles lost by fire, theft or mysterious disappearance or for any damage to the same.
14. **CREDENTIALS.** Credentials (badges) will be issued to qualified exhibit individuals. Misused or transferred passes will be confiscated by DTF. Exhibitors are required to wear a badge while in the exhibit hall and may not gain entry to the show without the appropriate badge. Lost badges may be replaced in the registration area with proper identification.

15. **REMOVAL OF QUESTIONABLE PERSONS.** DTF reserves the right to stop or remove from the show any person or persons, including Exhibitor personnel, who are in violation of the Terms and Conditions as specified herein, or for the performance of any act or practice which, in the sole discretion of DTF, is considered detrimental to the event related to this agreement.
16. **SUBLETTING PROHIBITED.** Exhibitor agrees that neither Exhibitor nor Exhibitor personnel or agent will not sublet, reassign or apportion space in any way. Two or more firms may not exhibit in the same space, except with written approval by DTF.
17. **DAMAGES.** Exhibitor accepts full responsibility for the payment of any damage charges assessed by DTF or the Venue for failure to observe the rules and regulations for exhibit construction and operation.
18. **MOVE OUT/LIEN.** DTF, and/or its designated representative, retains all rights to place a lien upon any and all materials not removed from the exhibit hall within the time designated in the show manual and shall have the right to remove and store such material at the expense of Exhibitor, and to sell such materials as are unclaimed within thirty days for full payment of such expenses incurred for removal and storage.
19. **SPACE ASSIGNMENT.** DTF reserves the right to assign all space locations and to make changes prior to show move-in as management - in its sole judgment and discretion - may deem necessary. Causes of such changes include, but are not limited to, timely payment of monies due.
20. **FAILURE TO COMPLY.** Should Exhibitor fail to comply in any material respect with the terms and conditions of this agreement, then the payments made up until the time of the breach shall be retained by the DTF as liquidated damages, and DTF shall have the right to reassign contracted space without further notice or make such use of space as DTF deems to be in the best interest of the successful execution of the event as it pertains to this agreement.
21. **INDEMNIFICATION.** It is expressly agreed that neither DTF, the service contractor(s) nor the Venue shall be liable or held accountable for any losses, damages, or injuries which may be sustained or incurred by any person whomsoever, who may be on the premises reserved by or assigned to an Exhibitor, or watching, observing or participating in any demonstration or exhibit of any Exhibitor, including (but not limited to) any agent, employee or representative of an Exhibitor. Exhibitor expressly agrees that Exhibitor will hold harmless and indemnify DTF, the service contractor(s) and the Venue from all such claims.
22. **EVENT CANCELLATION.** DTF reserves the right to cancel any and all Events or to terminate this Agreement or Exhibitor's participation in all or part of the Events for any reason at any time upon written notice to Exhibitor. DTF shall determine and refund to Exhibitor appropriate shares of applicable payments for exhibit space received in accordance with accountable expense incurred. In no event shall DTF be liable for loss of profits, business or any other damage to Exhibitor through cancellation for such causes.
23. **FORCE MAJEURE.** Should acts of God, strikes, work stoppage or any other cause not within the control of DTF make it impossible for the show to be held or the particular exhibit area to be occupied by Exhibitor, DTF, its officers and employees are jointly released from any and all claims which may arise in consequence thereof.
24. **ALTERATION OF AGREEMENT.** It is mutually agreed that no amendments, alterations or variations of this agreement shall be valid unless made in writing and signed by both DTF and the Exhibitor.
25. **AUDIO VISUAL EQUIPMENT/MUSIC.** The use of audio-visual equipment shall be permitted only in exhibit space and in such intensity as it does not interfere with the activities of neighboring Exhibitors. Exhibitors who wish to use any music (via recordings, radio, streaming, etc.) which may be governed through ASCAP, BMI, SESAC other person(s) or other agencies, must be properly licensed by such person(s) or organization authorizing the use of such music.
26. **NOISE AND ODORS.** Any devices that project sound must be tuned to conversation level. Noisy or obstructive work will not be permitted during exhibit hours, nor will loud operating displays or exhibits producing displeasing odors be allowed.
27. **REFUNDS/CANCELLATIONS.** DTF and Exhibitor each acknowledge the importance of informing attendees well in advance of Exhibitor's participation in the event or events contracted herein. Even though business situations sometimes lead to exhibit plan modifications, the parties agree that cancellation by Exhibitor could have an adverse effect on both the event and the Exhibitor. Therefore, if contracted space is canceled or released within 30 days of the scheduled show date, DTF may, at its discretion, retain as an administration fee, all or part of any exhibit payment received.
28. **POWER TO INTERPRET.** DTF shall have the full power in interpretation and enforcement of all terms and rules contained herein, and such further rules and regulations as it shall consider necessary for the proper conduct related to participation in the event related to this agreement.
29. **EVENT RULES.** Exhibitor agrees to make any official rules of DTF part of this Agreement and agrees to abide by such rules, including, but not limited to, such items as booth display guidelines, signage, covered and two-story exhibits, etc.
30. **UNION LABOR AND WORK AGREEMENTS.** When applicable, Exhibitor hereby agrees to abide by all agreements made between the unions, DTF, its agents and the exhibit facility.
31. **LAW AND JURISDICTION.** These Terms and Conditions shall be governed by the laws of the State of Arizona and any disputes regarding them shall be instituted in a state or federal court in Maricopa County, Arizona.