



# TERMS and CONDITIONS

This Booth Application shall become a binding contract ("Contract") only when signed by a duly authorized representative of the Exhibitor and James T. Dunn Enterprises, Inc. ("Seller"), and a copy is delivered to Seller with the applicable non-refundable deposit. This Contract constitutes the entire agreement between the parties, there being no covenant, promise or agreement, written or oral, except as specified herein.

The Parties hereby agree as follows:

- 1. Space:** Each space or booth provided by Seller is 'pipe and drape' and has the following dimensions unless otherwise noted: (10) feet wide, six (6) feet deep and eight (8) feet high. Seller will also provide a six (6) foot skirted table.
- 2. Date:** Published months and days for space or booths as set forth in this Contract are subject to change in Seller's sole and absolute discretion and shall not be definite until Exhibitor receives written notice from Seller stating the exact month and day for a specific event.
- 3. Assignment:** Exhibitor shall not assign, or share the whole or any part of his/its assigned space without the express written consent of Seller, which Seller may grant or withhold in its sole discretion. Any attempted assignment or subletting made without Seller's written consent shall, at the option of Seller, terminate this Contract, provided that Exhibitor shall remain liable for all monies due and owing hereunder and all damages suffered by Seller as a result of Exhibitor's breach.
- 4. Liability, Indemnification, Assumption of Risk:** Seller shall not be held liable for any failure to fulfill its requirements as set forth in this Contract if the failure is caused by circumstances beyond its control, including but not limited to strikes, lockouts, fire, accidents, acts of god, acts or threats of terrorists, delays of carriers, reduced supply of materials or governmental regulations. Notwithstanding anything to the contrary, in the event of any breach by Seller of its obligations herein, Exhibitor's sole and exclusive remedy are expressly limited to the full Contract price set forth on the Booth Application. Exhibitor hereby agrees to indemnify and hold harmless Seller and its agents, officers, directors, stockholders and employees from and against any cost, damage, claim, liability and expense (including reasonable attorneys' fees) arising out of or relating to claims or suits as a result of or in any way arising from or relating to this Contract or Exhibitor's use and occupancy of the hotel or Space, including but not limited to any claims brought by third parties against Seller, its agents, officers, directors, stockholders and employees. Exhibitor expressly assumes all risk and responsibility associated with, arising out of or relating to, Exhibitor's participation of any nature whatsoever in the show, including all risk of theft, loss, harm and/or injury to person, company or property of any nature whatsoever, whether caused by negligence, intentional act(s) or omission(s), accident(s), act(s) of god, or otherwise.
- 5. Buyer Performance Book (BPB):** Exhibitor will receive the BPB on CD-rom the day of contacted show.  
BPB can be purchased in printed format by selecting the BPB item on the form.
- 6. Planner Search (PS):** Exhibitor will be given access to the online search tool PS. Exhibitor expressly agrees that he or she has read the specific terms and conditions of the PS search tool as delineated within International Planner Search.
- 7. Enforcement:** Exhibitor hereby acknowledges that he/it has read the Rules and Regulations provided by Seller and agrees to be bound in accordance therewith and such Rules and Regulations are incorporated by reference herein. Seller possesses full discretion in determining whether any of the terms of this Contract have been violated and in the interpretation and enforcement of all covenants, rules and regulations contained herein. Seller possesses the power to create, amend and implement such rules and regulations as it considers necessary at any time without notice to Exhibitor. All covenants, rules and regulations shall be immediately binding upon Exhibitor and failure of Exhibitor to comply therewith shall result in: (1) the immediate removal of the exhibit and the Exhibitor at Exhibitor's exclusive cost; (2) forfeiture of any and all rights to exhibit at future trade shows sponsored in any way by Seller; and (3) forfeiture of all funds due hereunder, notwithstanding any refund provision, whether for future trade shows, ISSO or otherwise. Seller possesses full discretion in determining whether any of the terms of this Contract have been violated and in the interpretation and enforcement of all covenants, rules and regulations contained herein.
- 8. Termination:** Either party may terminate this Contract upon one hundred twenty (120) days prior written notice from the date of the trade show. In the event that Exhibitor terminates this Contract in writing and one hundred twenty (120) days prior to the trade show date, Seller will refund 50% of the funds paid by Exhibitor in excess of the nonrefundable deposit, reduced by a \$195.00 Client Administration Fee. No other refunds or cancellations shall relieve Exhibitor from paying all sums due and owing under this Contract.
- 9. Invoice:** All amounts are due and payable upon invoice. The Exhibitor shall pay 1.5% interest per month (18% annual rate) on any unpaid balance over thirty (30) days due from the date of presentation of an invoice. In the event the Seller places for collection any monies due over thirty (30) days from the date of presentation of an invoice, Exhibitor shall pay reasonable attorney's fees and any other costs incurred by the Seller in the collection of monies due to the Seller.
- 10. Miscellaneous:** (1) Exhibitor acknowledges that neither Seller nor any officer, broker, agent, stockholder or employee of Seller has made any representations or promises except as expressly set forth herein, and no rights, privileges, easements or licenses are acquired by Exhibitor except as expressly set forth herein. (2) Exhibitor hereby expressly waives for itself and its successors, assigns, guarantors and all other parties claiming by or through it or any of them, so far as permitted by law, trial by jury. (3) If any provision of this Contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Contract, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this contract shall be valid and be enforced to the fullest extent permitted by law. (4) The provisions of this Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, successors and assigns. Seller may freely and fully assign its interest hereunder. (5) This Contract contains and embodies the entire agreement of the parties hereto, and no representations, inducements or agreements, oral or otherwise, between the parties not contained in this Contract shall be of any force or effect. Except as expressly provided herein, this Contract may not be modified or changed in whole or in part in any manner other than as specifically identified herein or by an agreement in writing duly signed by both parties hereto. (6) The validity, interpretation and performance of this Contract with respect to any provision, stated or not, will be governed by the laws of the State of Maryland and all parties agree to submit all disputes to the courts of the State of Maryland for determination, without regard to conflict of law principles.