APPLICATION AND CONTRACT TERMS AND CONDITIONS

<u>APPLICATIONS</u>: Applications for booth space must be made by filling out the applications form completely and accompanied by the required payment.

Products and services to be displayed must be specified on the application under the title Products to be sold. The Sponsor reserves the absolute right to decline any application for booth space.

EXHIBIT SPACE AND FLOOR PLAN The exhibit space floor plan for this exhibit will normally be maintained as initially offered. The Sponsor reserves the right, however, to modify the Floor plan to the extent necessary for the best interest of the exhibition and the Sponsor and to comply to any current regulations.

LIMITATION OF LIABILITY Applicant covenants and agrees to protect, indemnify and save harmless the Sponsor, its service contractors, and the Exhibit Hall management from any and all liability, damage or expense arising out of or connected with any injury to any person while in the applicant's exhibit area, or BJCC property, or loss, theft, damage or injury to property, resulting directly or indirectly from any act or omission of applicant, or failure of applicant to comply with any of the terms and conditions of the Application and Contract, or the Conference and Exhibit rules and regulations, or of the terms of the written lease entered upon by and between the Sponsor and the Applicant, or of the rules and regulations of Applicant, or of the laws of the United States. The applicant is responsible for the total rent for booth space irrespective of the date or reason for such cancellation and withdrawal, including cancellation and withdrawal by the applicant because of failure of exhibit to arrive for any reason or cancellation or postponement by the Sponsor as the result of action by the Exhibit Hall management or the result of strikes, lockouts, acts of God, inability to obtain labor or materials, government action of whatsoever nature, war, civil disturbances, pandemics, fire, unavoidable casualty or other causes whether similar or dissimilar beyond the control of the Sponsor. In the event of cancellation or postponement by the Sponsor as a result of the aforesaid causes, the applicant expressly waives such liability and releases the Sponsor of and from all claims for damages and agrees the Sponsor shall have no obligation to applicant.

INCLUSION OF RULES AND REGULATIONS AND OF MASTER LEASE Applicant expressly understands & agrees to be bound by the terms, conditions, rules, & regulations contained in this document, copies or pertinent extracts of which are on file with the Sponsor and available for inspection during usual business hours; such documents being made an integral part of the Application & Contract between applicant and the Sponsor for this reference & to the same extent as if said documents were set forth in full text in this Application & Contract.

<u>VIOLATIONS</u> The interpretation of these terms and conditions and documents included herein by reference are the responsibility of the Sponsor. Violation by applicant of any of these terms and conditions and documents included herein by reference shall subject the applicant to cancellation of its contract to occupy booth space, and to retention by the Sponsor of all monies paid, as liquidated damages. Upon due notice to applicant of such cancellation, the Sponsor will have the right to take possession of the applicant's space, remove all persons and properties of the applicant and hold the applicant accountable for all risks and expenses incurred in such reentry and removal.

<u>AMENDMENT</u>S In the event any unforeseen event renders it necessary, the Sponsor may amend these terms and conditions and documents included herein by reference. All said amendments will be published and copies mailed to each applicant who shall be bound thereby per request.

ARBITRATION CLAUSE Whereas, the Exhibitor is entering into a booth lease agreement with The American Deer Hunters' Association LLC. For and in consideration of this lease agreement, it is agreed that any controversy or dispute arising out of or related to said lease shall be determined by arbitration conducted in Eufaula, Barbour County, Alabama in accordance with the Federal Arbitration Act. Prior to the institution of the arbitration proceedings, the parties shall notify each other of the existence of any controversy and shall attempt in good faith to resolve their differences within fifteen (15) days after the receipt of such notice. If the dispute cannot be resolved within the said fifteen (15) day period, either party may file a written demand for arbitration with the other party. The party filing such demand shall simultaneously specify such party's arbitrator, giving the name, address and telephone number of said arbitrator. The party receiving such notice shall notify the party demanding arbitration of such receiving party's arbitrator, giving the name, address and telephone number of said arbitrator within ten (10) days of the receipt of such demand. The arbitrators named by the parties need not be neutral but must be licensed attorneys approved by the American Arbitration Association. The Circuit Judge of the Circuit Court of Barbour County, AL, on request by either party, shall appoint a neutral licensed attorney to serve as the third arbitrator, and shall also appoint an arbitrator for any party refusing or failing to name his arbitrator within the time herein specified. The arbitrators thus constituted shall promptly meet, select a chairperson, fix the time, taking into account the complexities of each case and the time needed for the parties to prepare for the arbitration and place, within Birmingham, AL of the arbitration, and notify the parties. The decision of the majority of the arbitrators shall be final, binding and conclusive upon the parties hereto, and judgment upon the award in any such arbitration may be entered in any state of federal court having jurisdiction. In making their decision the Arbitrators shall consider only material evidence that is pertinent, relevant and probative to or of the issues presented or raised in the arbitration proceeding. In any controversy or dispute arising out of this agreement where the arbitrators have determined that The American Deer Hunters' Association, LLC must pay damages, the sole damages, if any, which may be considered or awarded by the arbitrators shall be actual damages, and shall not consider or award any other types of damages, including without limitation, remote, noneconomic, consequential, punitive or exemplary damages. Further, it is the intent of the parties that no claim arbitrated hereunder shall be arbitrated on a class wide basis or in a proceeding in the nature of a class action. Each party shall bear the expense of its own arbitrator, and the expense of the third arbitrator and the arbitration shall be borne equally by both parties. Notwithstanding this agreement, nothing shall bar The American Deer Hunters' Association LLC or its assigns from proceeding in a court of law or equity to resolve disputes or controversies arising in connection with a debt, note or other monetary obligation owed to them by the Applicant, or from seeking or obtaining injunctive relief, under the usual equity rules, including without limitation, the applicable rules for obtaining specific performance, restraining orders and preliminary injunctions.

 EXHIBIT HOURS
 The days and hours during which this

 Exhibit will be open to consumers are as follows:
 Friday

 Friday
 3:00pm to 9:00pm

 Saturday
 10:00am to 9:00pm

 Sunday
 10:00am to 6:00pm

DISPLAY CONSTRUCTION

A. Height Limits: The standard booth height limit is 10 feet. B. Sidewalls: All booths must provide "see-through' lanes extending four feet from the aisle into the booth and is limited to 38 inches in height.

C. Exposed Walls: All exposed parts of constructed displays must be finished to present an attractive appearance when viewed from aisles or other adjoining booths.

D. Coordination with Adjoining Exhibitors: The Sponsor, upon request, will advise an exhibitor which other exhibitors are occupying adjacent booths as they may mutually coordinate their booth construction. By doing so, it is frequently possible to eliminate the need for more than one divider to finish the back or side walls to fit in with adjoining constructions, and to generally cooperate in achieving an attractive exhibit.

<u>CHARGEABLE SERVICE</u> Except for those items listed in this contract; other booth services required by the exhibitor are not included in booth rental. Other available booth services and charges will be mailed/emailed to you. Other services needed such as plumbing, carpentry, labor for moving displays and etc., are the responsibility of each exhibitor.

ELECTRICAL POWER: Power must be ordered and paid for by filling out the appropriate power form or by going to our web site and ordering it online. Each exhibitor must anticipate his electrical power needs fully so all the other exhibitors will be protected against power shortages. Any exhibitor who overloads or pulls more current than he has ordered will be penalized to the extent that his entire electrical service will be discontinued until the necessary additional lines can be run to his booth and he will be required to pay the charges for having a special line run to his booth. The exhibitor shall use responsible care to prevent any interruption in the service. Neither the Sponsor nor their service contractor shall be held responsible for any interruption that may occur due to breakage of machinery apparatus or equipment failure in power lines, etc. Power is normally turned on one hour before official opening time each day and turned off at the closing hour. If additional service is required, arrangements must be made in advance with the electrical contractor. If 24-hour service is required during move-in days, similar arrangements must be made.

INSTALLATION OF EXHIBIT: Wednesday from 12:00pm to 4:00pm, Installation of BULK SPACE (4 or more booths) exhibitors ONLY! Thursday, from 8:00am to 4:00pm and Friday, from 7:00am to 1:00 pm, All Exhibitors. All exhibits must be installed by 2:00pm Friday. No Cased exhibits or crated equipment will be received in the exhibit hall after 1:00pm, Friday, and only last-minute arranging of exhibits, placing of furniture, etc., will be permitted after 2:00pm, Friday. You may drive right to your booth only on Wednesday (Bulk Space Only) and on Thursday. Friday you will be required to cart your product to your booth space. Wednesday and Thursday, you can drive your vehicle into the exhibit hall, unload it and drive your vehicle back out as soon as possible. Then come back in to set up your booth, after you have removed your vehicle from the building. CHARACTER OF DISPLAY: The Sponsor reserves the right to approve the character of any display and to prohibit any display which, because of noise or other objectionable features. Promotional devices and "stunts' which are overaggressive in character will not be permitted.

BEVERAGES/FOOD:

<u>Selling</u> beverages or food to be consumed at the Expo is prohibited. There will be food and beverages provided for by the Exhibit Hall Management

<u>USE OF SOUND DEVICE</u>: Use of sound slides, sound motion pictures, loud speakers or other sound devices is subject to the approval of the Sponsor. The sound volume must be at a level to avoid interference with neighboring exhibitors and when objections are raised, it may be necessary for the Sponsor to either prohibit the use of the sound equipment or to limit their operation to short-time periods.

<u>NOISE</u>: While the operation of display products is encouraged, such operation must be at a sound level which is not objectionable to neighboring exhibitors. No construction work will be permitted during the hours when the exhibit is open, unless special approval is given by the sponsor.

FIRE, SAFETY & HEALTH: Federal, State and City laws regarding installation and operation of equipment must be strictly observed. All decorative materials must be flame proofed. Inflammable fluids, substances or materials of any nature may not be used in any booth or stored in or behind any booth. All materials and installations must comply with local Fire Department and Underwriter rules.

<u>SIGNS-ILLUMINATION</u>: The use of flashing signs or other lighting effects in such manner to cause unpleasant reflections or interfere with other exhibitors is prohibited. NOTE: If a complaint is received on the distribution of material, the noise level of sound devices or displays or the use of illumination, a committee made up of members of the Sponsor will be convened and a decision will be made immediately as to the validity of the complaint.

<u>GUARD SERVICES</u>: Guard Services are provided by the Sponsor on a 24-hour basis from move-in through move-out. Every reasonable precaution is taken to protect property. All property of the exhibitor is understood to remain under his custody and control in transit to or from or within the confines of the Exhibit Hall. Small expensive items should be kept in a safe place whenever the exhibitor's booth is unmanned. <u>INSURANCE</u>: Exhibitors shall insure their own exhibit and display materials, and carry extended public liability insurance against injury to persons and property of others.

<u>DAMAGE LIABILITY:</u> Exhibitors are liable for any damage caused by fastening display fixtures to floors, walls or columns and for any damage to equipment furnished by Sponsor or their service contractors.

HOTELS & RESERVATIONS: The host hotel is the Sheraton Civic Center. It is connected to the Civic Center by a skywalk. Make your reservations immediately at 1-800-325-3535 or on line through our web site. You must mention the World Deer Expo in order to receive the discounted rate. Rooms are limited. Rebate consideration has been given to ADHA, LLC on all rooms booked under this block.

EXHIBITOR PERSONNEL:

During the hours the exhibit is open, each booth must be attended by persons technically qualified to explain and demonstrate the equipment or service displayed. The Sponsor will pre-register booth personnel and issue Exhibitor badges to them. Holders of Exhibitors badges may enter their booths one hour before the regular Exhibit opening time each day. Earlier entry must be specifically arranged with the Sponsor.

<u>REMOVAL OF EXHIBITS</u>: All exhibits must remain intact until final closing at 6:00pm Sunday. All exhibits must be removed no later than 11:59pm, Sunday night (NO EXCEPTIONS)! <u>If you leave anything in the</u> <u>building past 11:59pm, you will be charged for the</u> <u>extra lease time of the building!!!</u>

BOOTH ASSIGNMENT The Sponsor will assign booth space in accordance with the priority of date of receipt at the Sponsor's headquarters. Any conflicts in assignment will be decided by a special allocation committee.

All applications must be accompanied by the required payment and no phone reservations will be taken without a credit card to secure the **non-refundable** deposit. In the event that an applicant's choices have been previously assigned, the Sponsor will attempt to phone the Exhibitor to discuss which booths are still available. If the Sponsor is unable to contact by phone, the Sponsor will assign booth space to the applicant. The Sponsor reserves the right to assign or reassign booth space so the arrangement of the floor plan is to the best interest of the EXPO or for any other reason, including to comply with any current regulations.

BOOTH SPACE RENT The rent for each booth is specified on the exhibit space floor plan. Full payment is due before April 15 of the year of the EXPO. A late fee of 10% will be collected for each month your full payment is late. By accepting these terms and conditions, the applicant has given The American Deer Hunters' Association LLC authorization to charge their credit card the remaining balance of their booth space if it is not paid prior to April 15 of the same year of the expo. *If you have NOT PAID your balance by April 15th, of the same year of the expo, & you become "non-responsive" we will be

forced to cancel your booth reservation. At that point, you/your company will be canceled as an exhibitor in the expo, **WITHOUT RECEIVING ANY REFUND.**

<u>REDUCTION IN BOOTH SPACE RENTED</u> In the event an applicant finds it necessary to request a reduction in the number of booths needed, the Sponsor will honor such requests, subject to the following reduction fees, providing that the applicant has not cancelled entirely: Any reduction or cancellation must be made in writing to The American Deer Hunters' Association LLC at the address on the front of the Application. The post date of the envelope will be the governing paperwork to establish the date of the request.

(a) If prior to April 15, 25% of the total booth rental for each booth reduced or \$100 per booth which ever is greater, will be retained by the Sponsor as reduction fees.

(b) After April 15, the Sponsor will attempt to honor a request for reduced booth space. If the Sponsor is successful, the sponsor will not refund any monies that have been paid. All monies paid will be kept as reduction or cancellation fees.

CANCELLATION AND WITHDRAWAL Any applicant who cancels or withdraws from the exhibit regardless of the date, will owe the entire rent for the assigned space which will be retained by the Sponsor as cancellation fees. By accepting these terms and conditions, the applicant has given The American Deer Hunters' Association LLC authorization to charge their credit card the remaining balance of their booth space if it is not cancelled before April 15th of the year of the EXPO.

*If you have NOT PAID your balance by April 15th, of the same year of the expo, & you become "non-responsive" we will be forced to cancel your booth reservation. At that point, you/your company will be canceled as an exhibitor in the expo, **WITHOUT RECEIVING ANY REFUND.**

<u>SUBLETTING BOOTH SPACE</u> No applicant shall assign, sublet, or apportion the whole or any part of the space allotted or display equipment or materials from other than his own firm or joint applicant in said space without the consent of the Sponsor.

STANDARD DRAPED BOOTH:

A standard draped booth is furnished to those exhibitors who do not construct or rent their own display. The standard booth consists of:

- 1. Draped back wall, 8 feet in height
- 2. Draped side wall, 38 inches high
- 3. One identification sign.

POLICY FOR SELLING OR DISPLAYING GUNS <u>AT THE BJCC</u>:

Effective: July 1, 2011 Includes Exhibit B: "excepted disabling procedures for individual type guns"

1.Every firearm (i.e. a gun brought into the facility for any reason; for display, sell, trade, including a vendor's "personal" gun) entering the room via a vendor or patron be physically and personally inspected by an off-duty Police Officer (approved by BJCC Management and paid by the promoter) or assisted by the promoter or his representative under the off-duty officer's supervision to ensure every weapon is unloaded and disabled to discharge.

2. Every firearm entering the room, via a vendor or patron, must be physically inspected and have either a locked trigger guard in place at all times or a cable, strap or plastic tie that when attached properly will absolutely prevent the weapon from being loaded and discharged by accident or on purpose. Violation by any vendor or patron results in immediate expulsion of that individual or company from the show. Upon a second violation occurring at a show or

upon the first discharge of a weapon at a show, then the show will immediately be terminated for that weekend, and the room vacated, with no refund to promoter, patrons or vendors by the BJCC or Sheraton.

3. ATTACHED is Exhibit B. "Accepted disabling procedures for individual type guns"

4.Limited sale of live ammunition allowed inside the building. Only the sale of ammunition packaged in sealed containers will be allowed to be sold or displayed in the BJCC. The possession, sale, or display of loose or unsealed ammunition is absolutely prohibited. This does not apply to ammo components sold separately. Immediate expulsion will result for anyone discovered possessing loose or unsealed ammunition. Violation by any vendor or patron results in immediate expulsion of that individual or company from that show.

Exhibit B:

"Accepted procedures for disabling individual type guns" Effective: Tuesday, April 02, 2002

Black Powder Weapons – each weapon is to be checked for active primers. The hammer will then be tied in a fashion to ensure that it will not strike the primer hole if fired.

Revolvers – each revolver is to be tied so that the hammer cannot be fired. The cylinder will still be able to be opened, but the hammer cannot be fired. An alternative method is to use a small tie around the hammer to insure it cannot fire.

Commemorative Weapons – Every effort should be made to ensure the weapon is unloaded and also to keep the value of the weapon intact. This is the only area that the security will have discretion in how to tie the weapon to achieve both goals. If it cannot be secured then it will not be allowed in the building. Hammerless Revolvers – should be tied with a tie through the barrel. This is the only way to prevent the weapon from being loaded or fired.

Semi-automatics Handguns – must be strapped with the plastic tie through the barrel. No other method is acceptable. Single Action Revolvers – these may be tied either with the hammer tied to the frame so it will not move or it can be tied with the tie on the hammer so it will not be able to strike the firing pin.

Bolt Action Rifles – the bolts must be open and a tie put around the bolt so it will not close. The bolt may be removed, but it must be off the table or tied to the rifle so no one could put the bolt back in without the exhibitor knowing it. Semi-automatic Rifles – the weapon must be tied with the bolt open and so it cannot be closed. It should also be tied so that a magazine cannot be placed in the weapon.

Ruger Number One Rifles – this is a very hard weapon to tie down. The bolt lever must be tied in a manner that will prevent it from closing completely. This will prevent the weapon from firing. If it cannot be secured then it will not be allowed in the building.

Lever Action Rifles – the hammer must be back with the tie between the hammer and the hammer block. The lever will be free to open so it can be checked for empty, but the hammer cannot strike the firing pin if the trigger is pulled. All Break Open Rifles, Shotguns, Double

Barrel Shotguns, or Over-Under Shotguns – the only way to ensure these weapons will not fire is to either take them apart into two halves or to tie the strap as to prevent them from being closed. This is with the tie being put where the hinge is.

Browning .22 Rifles – this is the bottom fed rifle. There is no real way to tie these down. A tie must be put into the barrel and part of the tie will be prominently displayed out of the action so a round cannot be fed into the chamber. If it cannot be secured then it will not be allowed in the building.