



320 Hemphill Street
Fort Worth, TX 76104
+1 682-233-0909
www.ccra.com

CCRA EXHIBITOR AGREEMENT

This Agreement is made and entered into as of the last date on the signature page, by and between CCRA International, Inc., a Delaware corporation headquartered at 320 Hemphill St., Fort Worth, Texas 76104 ("CCRA"), and the company whose full legal name is set forth on the signature page ("Exhibitor").

In consideration of their mutual promises, the parties agree as follows:

1. Qualifications of Exhibitor

CCRA shall determine whether a prospective exhibitor is eligible to participate in the CCRA PowerSolutions National (the "Event") that is scheduled to be held at the Gaylord National Resort & Convention Center at National Harbor, Maryland (the "Exhibit Facility") from February 7-9, 2019. The Event is owned, produced and managed by the CCRA International, Inc. CCRA reserves the right to restrict or remove any exhibit which CCRA, in its sole discretion, believes is objectionable or inappropriate.

2. Assignment of Space

CCRA reserves the right to change the floor plan or the location of Exhibitor's booth if CCRA in its sole discretion determines that to do so is in the best interest of the Event. CCRA will consider requests to keep competing companies from being next to each other; however there is no guaranty that Exhibitor will not be located next to one of these companies. CCRA assumes no responsibility in such instances.

3. Use of Space

The space contracted for is to be used solely by and for Exhibitor whose name appears on the Contract, and Exhibitor will not sublet or assign any portion of same without the prior written consent of CCRA.

4. Cancellation by Exhibitor

If Exhibitor cancels or terminates this Contract, Exhibitor will be liable for 100% of the total exhibit fee, regardless of when this Contract is executed by Exhibitor. In addition, Exhibitor will remain liable for 100% of all fees paid or payable in respect of sponsorships and promotional products, regardless of when this Contract is executed or cancelled by Exhibitor. These amounts are considered to be liquidated damages, for the injuries



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CCRA will suffer as a result of Exhibitor's cancellation. This provision for liquidated damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability and, if applicable, the cancellation of sponsorships and/or promotional materials, in each case at a time when other parties would be interested in such space and/or products, will cause CCRA to sustain substantial damages that will not be capable of determination with mathematical precision.

5. Cancellation for Non-Payment

If Exhibitor fails to timely make any payment required by this Contract or otherwise breaches any of its obligations under this Contract, CCRA may immediately terminate this Contract (and Exhibitor's participation in the Event) by providing written notice (or, if appropriate under the circumstances, oral notice with written notice to follow) to Exhibitor of such termination. CCRA shall have no obligation to refund monies previously paid.

6. Cancellation or Changes to the Event

If the Event is delayed, canceled, or rescheduled as a result of circumstances beyond the reasonable control of CCRA, such as acts of God, war, government regulation, disaster, civil disorder, disablement or unavailability of transportation, power outage, or other unforeseeable emergency situations over which CCRA has no control, the Exhibitor does not have the right to request a refund.

CCRA reserves the right to cancel, re-locate or re-name the Event or change the dates on which it is held. If CCRA changes the name of the Event, re-locates, or changes the dates for the Event to dates that are not more than 30 days earlier or 90 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but CCRA shall assign to Exhibitor, in lieu of the original space, such other space as CCRA deems appropriate and Exhibitor agrees to use such space under the terms of this Contract.

Exhibitor hereby waives any and all claims for damages or compensation resulting from or relating to the cancellation, renaming, relocation or rescheduling of the Event as allowed in this Section 5.

7. Move In, Occupancy, and Move Out

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by CCRA. If Exhibitor fails to install its display in its assigned space by opening of the exhibit floor or leaves its space unattended



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during the Exhibit hours, CCRA shall have the right to take possession of the space, without releasing Exhibitor from any liability or obligation hereunder, and no refund will be due to Exhibitor. All exhibits must be open and manned for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by CCRA. Exhibitor shall comply with the move-in / move-out times indicated in the Exhibitor Service Manual. If an Exhibitor fails to remove an exhibit in the allowed time, CCRA shall be permitted (at Exhibitor's sole expense) to remove and place in a warehouse subject to the Exhibitor's disposition, and/or to ship to Exhibitor via common carrier with all charges at no liability to CCRA.

CCRA has sole control over attendance policies. Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

8. Listings, Promotional Materials, and Intellectual Property

By exhibiting at the Event, Exhibitor grants to CCRA a license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in CCRA promotional materials.

CCRA shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. CCRA may also take photographs of Exhibitor's booth space, exhibit, and personnel during, before or after the open hours of the Event and use such photographs for any CCRA purpose.

Each Party expressly agrees and acknowledges that it has no right, title or interest in any of the trade names, trademarks or logos of the other Party or goodwill arising out of or related to the use of its trade names, trademarks, logos and other intellectual property. Exhibitor agrees and acknowledges that all course, workshop, or seminar content for the Event is the exclusive property of CCRA. After the expiration or termination of this Agreement, any authorization granted for the use of any of the trade names, trademarks or logos shall be automatically cancelled, and the parties shall cease the use thereof immediately.

9. Taxes and Licenses

Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Exhibit Facility without the express permission of CCRA.



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10. Copyrighted Materials

Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

11. Observance of Laws

Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall comply with all applicable requirements of the Americans with Disabilities Act, including with respect to the construction of its exhibits.

12. Incorporation of Rules and Regulations

CCRA may adopt rules or regulations from time to time governing matters not covered by this Contract and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Kit or similar document) are an integral part of this Contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by CCRA as soon as they are communicated to Exhibitor. This Contract (including the Exhibitor Service Kit and any additional rules or regulations adopted by CCRA from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

13. Assumption of Risks; Releases

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither CCRA nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither CCRA nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.



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14. Indemnification

Exhibitor shall indemnify, defend (with legal counsel satisfactory to CCRA), and hold CCRA and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with Exhibitor's acts or omissions or injury to any person (including an attendee) or property while in the Exhibitor's space.

15. Limitation of Liability

Under no circumstances shall CCRA or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall CCRA's maximum liability under any circumstance exceed the amount actually paid to CCRA by Exhibitor for exhibit space rental pursuant to this contract.

16. Insurance

Exhibitor shall, at its own expense, secure and maintain at all times during the event, including move-in and move-out days, Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable).

17. Outside Exhibits

Exhibitor is prohibited, without express written approval from CCRA, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as unauthorized facility tours.

18. Governing Law

This contract is governed by the laws of the State of Texas as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in Fort Worth, Texas shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this



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contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Fort Worth, Texas.

This Contract shall become binding and effective only when it has been signed by Exhibitor, and accepted as valid by a duly authorized representative of CCRA. Evidence of contract acceptance will be a formal confirmation of assigned space and the related financial specifics. The exhibit space specifics and/or location in the confirmation may be different from the Exhibitor's original requests.

CCRA International, Inc.

Exhibitor Company's Full Legal Name:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____