

Contract Terms and Conditions

For Participation in AFA's Air & Space Conference and Technology Exposition

I. ASSIGNMENTS

Exhibitor shall not assign, sublet, transfer, sell or share the space assigned without the prior written consent of the AFA.

II. EXHIBIT SPACE PAYMENT

A deposit of no less than 25% of the total exhibition space rental cost is due with the signed contract by December 1 of the calendar year prior to the event, in order to reserve and hold exhibit space. All space must be paid for in full by March 1 of the year the exhibition is to be held. Contracted space not paid for in full by this date will be subject to cancellation and resale by AFA and any deposits made will be forfeit. Space reserved after March 1, must be paid for in full at the time application is made. Government agencies wishing to pay by purchase order/ contract please note that once booth space is assigned based on your request it cannot be sold to another party and it is considered to be in use by the applicant. Therefore in order for a government issued purchase order/ contract to be acceptable it must show the period of performance to begin on the date of contract issue and run through the last show day, and authorize payment to be made immediately once invoiced through the Wide Area Work Flow. Contracts/ purchase orders that only authorize payment post event will not be accepted.

III. CANCELLATION OF EXHIBIT SPACE

All requests for cancellation of space must be made in writing to the AFA. The date of cancellation shall be the date that AFA receives the written cancellation request. Both the Exhibitor and AFA acknowledge that, in the event of cancellation, AFA may sustain substantial monetary losses. Exhibitor agrees to pay a cancellation fee according to the following schedule: If written notice of participation cancellation is received by AFA more than 180 days prior to the first day of move in, the exhibitor will receive a full refund (less any service fees paid), provided the space can be resold; if space cannot be resold then a 50% cancellation fee will apply. If written notice of cancellation is received by AFA between 180 and 120 days prior to the first day of move in, the Exhibitor agrees to pay a cancellation fee equal to one-half (50%) of the total contract cost. If written notice of participation cancellation is received by AFA inside of 120 days from the first day of move in, the Exhibitor agrees to pay a cancellation fee equal to one hundred percent (100%) of the total exhibition cost. Cancellation fees will be waived if the contracting organization finds a replacement organization to contract and subsequently pay for in full, the amount or greater of contracted exhibit space.

IV. EXHIBITOR BREACH

AFA reserves the right to cancel the Exhibitor's participation if the Exhibitor breaches any of its' obligations or does not comply with the terms and conditions of this Contract including, but not limited to, making any payment that is due as per the Contract, or failing to set up an exhibit in the contracted space within the time limit set for opening the exposition. If AFA does cancel the Exhibitor as per this section, the Exhibitor will have been deemed to have canceled its own participation and thus be subject to cancellation fees as stated in Paragraph III, above. The date of cancellation for calculating the cancellation fees shall be the date that AFA cancels the Exhibitor for breach.

V. SPACE ASSIGNMENT

a) Space will be assigned by AFA in accordance with the policy announced at the time display space is offered for reservation. Although AFA will attempt to accommodate exhibitor requests for specific booths, no guarantees can be made that the Exhibitor will be assigned the specific booth(s) requested. AFA reserves the right to relocate exhibit spaces for the benefit of the exhibitor, or for the betterment of the exposition. No contract shall be in force until accepted by the Organizer.

b) In the event the exhibitor fails to install his display within the time limit set for opening the exposition, or fails to pay the space rental at the time specified, or fails to comply with any provisions concerning his use of display space, the Management shall have the right to take possession of said space and resell same, or any part thereof.

VI. USE OF BOOTH SPACE

Exhibitors must utilize their assigned space in a manner that adheres to the published display rules.

VII. FAILURE TO HOLD AFA AIR & SPACE CONFERENCE AND TECHNOLOGY EXPOSITION

AFA may cancel all or any part of Event for any reason beyond its reasonable control, including but not limited to natural or public disaster, acts of God, acts of war, acts of terrorism, acts of Government or similar reasons without liability to the Exhibitor. In case the exposition shall not be held, for any reason whatsoever, the rental and lease of space to the Exhibitor shall be terminated, in which case the limit of claim for damage and/or compensation by the exhibitor shall be the pro rata amount paid.

General Operating Rules and Regulations

1. AFA. The acronym "AFA" as used herein shall mean the Air Force Association, its officers, agents, or employees acting for them in the management of the booth displays.

2. Eligible Companies. AFA reserves the right to determine the eligibility of any company or product for inclusion in the exhibits.

3. Insurance/ Limitations of Liability. Each exhibiting organization agrees to obtain and keep in effect during the event, a commercial general liability insurance policy with a combined single limit for personal injury and property damage of \$1,000,000 per occurrence and \$ 2,000,000 in the aggregate. AFA shall not be liable, nor shall the exhibiting company make any claim for any reason whatsoever, including negligence, against AFA, the display site, nor any of their members, employees, or agents, for theft, loss, fire damage, or destruction of goods; or for any personal injury while in the designated exhibit area or associated conference facilities. The company shall indemnify and hold AFA and the display site harmless for any and all claims, suits, liabilities, expenses (including attorneys' fees), and judgments arising from the acts, omissions, violation of any law, negligence or other fault of the company, its employees, agents, representatives, contractors, patrons or invitees. Without limiting the foregoing, and notwithstanding any other provision, under no circumstances shall the liability of AFA to the company exceed the amount of the rental fee paid to AFA.

4. Defacing of Building. Companies are liable for any damage caused by fastening displays or fixtures to the building floors, walls, or to the standard booth equipment or for damages caused in any other manner. You may not apply paint, lacquer, adhesive or any other coating to building walls and floors or to standard booth equipment.

5. Rules Governing Exhibits/Displays. AFA adheres to commonly accepted display rules and standards for exhibits/displays. The comprehensive list of these rules can be found in the exhibitor service manual for this event. An abridged version of the rules follows:

5a. Display Heights. In-line booths – display material of any nature may be placed up to a height not exceeding 8' from the building floor in the rear one-half of the space. In all other portions of the booth, no display material shall be placed to exceed a height of 4' from the building floor. Perimeter in-line booths may go no higher than 12'. End Cap Booths - Not permitted. Island Booths - maximum height is 16' and the space may be utilized for "cubic content" exhibits. Theatre type exhibits, with four sides closed-in and/or heights greater than 8', will be permitted in island booths upon written approval. Sight-lines must be maintained and obscuring the view of other exhibits is not permitted. Booth designs that do not meet the standard rules listed here or in the service kit must be submitted for approval no less than 45 days from the start of exhibitor move-in.

5b. All hanging signs and all multi-story booths require prior approval from AFA.

5c. Exhibitors are required to carpet or otherwise cover the entirety of the floor space contracted for.

5d. Sound Devices. The use of loud devices for mechanical reproduction of sound or music shall be restricted. In general, the employment of any method to project sound beyond the confines of any booth displays is prohibited unless request is submitted to AFA exhibits staff.

5e. For exact ceiling height in any area consult the AFA Exposition Manager.

6. Rejected Booth displays. The company agrees that this exhibit shall be admitted and shall remain from day to day solely on strict compliance with rules, herein laid down. AFA reserves the right to reject, eject, or prohibit any booth displays in whole or in part, or any company or representatives, with or without giving cause. If cause is not given, liability shall not exceed the return to the company of the amount of rental unearned at the time of ejection. If a company is ejected for violation of these rules or for any other stated reason, no return of rental shall be made.

7. Insurance/ Safety. Fire and theft insurance, if so desired, must be taken out by each company at its own expense. AFA insurance does not cover individual or collective exhibits. Fire floater policies are strongly recommended.

7a. Security. AFA will employ reputable security guards during the course of the exhibit hall schedule. The duty of the guards will be to protect the general exhibit hall area against fire and other catastrophes. Neither AFA nor the management or owners of the conference/ convention/ trade show site will assume any responsibility for company or personal property. It is suggested that the company insure this property against loss and theft.

7b. Fire Laws. Federal, state, city and facility fire laws/regulations must be strictly adhered to. Exhibit displays must be fire retardant and all wiring must comply with generally accepted electrical codes. Smoking in the exhibit hall is forbidden at all times. Crowding will be restricted. Aisles and fire exits cannot be blocked by booth displays area. No explosives, gasoline, kerosene, acetylene, or other fuel or combustible can be brought into the building without permission in writing from AFA management.

7c. Safety. No open toed shoes are permitted in the exhibit areas during set up or tear down. Any person may be removed from the exhibit hall at any time for any act or behavior that is deemed unsafe or poses a threat to persons or property.

8. Cleaning. AFA will have the common areas of the exhibit hall cleaned once each day during closed hours, but this service does not include dusting, arranging, or otherwise maintaining exhibitor's display areas. Exhibitors are solely responsible for the cleaning of and trash removal from their respective exhibit spaces.

9. Company Representative Responsibility. Each company must name at least one person to be the representative in connection with installation, operation, and removal of booth displays. Such representative shall be authorized to enter into

such service contracts as may be necessary, and for which the company shall be responsible.

10. Exhibit Hours. Exhibitors agree to abide by the installation and dismantling times set by AFA and to have at least one person staffing their booths during published exhibition hours. Exhibitors who abandon or vacate their booths prior to the published dismantle time without permission of the show manager will be subject to a fine of not less than one half the booth fees charged for the referenced space and a forfeit of not less than 10% of the balance of acquired priority points (rounded up to the next whole number) and will not receive priority status at future events.

11. Exhibitor Service Manual/Kit. A complete exhibitor's manual will be furnished to each signed company by AFA covering these subjects in detail. Each company will receive information from the official decorator. This information will include the prices for rental of furniture, draperies, special construction, etc.

12. Attendance. AFA shall have sole control over attendance policies at all times. Conference credentials (Exhibitor and/ or Attendee badges) remain the property of AFA at all times and as such may be revoked at any time

12a. No person under the age of 18 is permitted to enter the exhibit areas during set up or tear down. No exceptions.

12b. All persons under 18 must be accompanied at all times by a credentialed participant during those times outside of set up or tear down.

13. Contests.

13a. Drawings, Lotteries, Surveys: will not be permitted without permission in writing from the AFA Exposition Manager. All promotional or giveaway items must meet current ethics guidelines as established by the appropriate authority.

13b. Demonstrations by live models; pantomime, dancing or acting is prohibited unless approved by AFA exhibits management staff in writing.

13c. Functions, hospitality suites, technical demonstrations, etc. that are held outside of the exhibit hall by exhibiting companies, may not be permitted during any period that conflicts with the hours of the exhibit, associated events, such as receptions, or conference functions. AFA reserves the right to disallow any such event or function where permission has not been granted in writing by AFA.

14. Failure by AFA to hold Exhibits. Should any contingency prevent holding the exhibits, AFA may retain such part of the company's rental as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred.

15. Labor. Exhibitors are required to comply with labor regulations as described in the exhibitor service kit.

15a. Strikes/ Embargoes. AFA will not be responsible for delays, damage, loss increased costs, government order or emergency, or other unfavorable conditions caused by circumstances beyond its control.

16. Amendment to Rules. Any and all matters or questions not specifically covered by the preceding rules and regulations shall be subject solely to the decision of AFA. These rules and regulations may be amended at any time by AFA and all amendments so made shall be binding on companies equally with the foregoing rules and regulations.

17. Exhibit space rental fees cover only those items described in the prospectus.

Any other booth furnishings must be provided by the exhibitor or obtained through the vendors located in the Exhibitor Service Manual.

18. AFA reserves the right to adjust or make changes to the final floor plan based on unsold or unoccupied exhibit space in order to meet the needs of the exhibition. Exhibitors will be informed if these changes affect their booth location.

19. In the event that no representative of an exhibiting company has arrived to claim its space or freight within 90 minutes of the published end of exhibitor set-up/move-in, AFA has the right to resell or relocate the exhibit space. Any booth not set up with 60 minutes of the published end of installation, will be force-built at exhibitor expense or removed from the floor at the discretion of AFA Exposition Manager.

20. AFA reserves the right to interpret these regulations as it deems proper to ensure the success of the Exhibition and to further the purposes of the event. By mere virtue of your participation/attendance in or at this event, Exhibitors agree to comply with all AFA Rules and Regulations which are in effect at the time exhibitor move-in begins.

21. It is the exhibitor's responsibility to ensure that its display and all related materials comply with current ITAR restrictions.

22. Governing Law. The contract shall be governed by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of law principles. Any party bringing a legal action or proceeding against the other party shall bring such legal action or proceeding in State or federal court in or for Arlington Virginia. The parties consent to the exclusive jurisdiction of such court and each party waives any objection to the exclusive jurisdiction of such court.