

EXPO EXHIBITOR INFORMATION

To the fullest extent possible, assignment of booth location will be made in the order signed application/conditions forms are received. Final layout of the exhibition area, depending on the number of exhibitors, will be at the sole discretion of exhibition management, which will act in the best interest of the exhibition.

PAYMENT

Exhibit space will be reserved upon receipt of application/conditions form. Payment for reserved space must be made to the Paralyzed Veterans of America in U.S. dollars. Payment must accompany the application/conditions form and must be received by **June 15, 2020**. Exhibit space for which payment has not been received by that date may be canceled at the discretion of exhibit management.

FAILURE TO OCCUPY SPACE

Any space not set-up two hours prior to the official opening of the exhibition may be forfeited by the exhibitor and this space may be resold, repositioned, or used by exhibition management without refund, unless arrangements for delayed occupancy have been made with prior approval by exhibition management.

STORAGE AND HANDLING

Exhibitors must arrange for their own storage and handling of any material. All shipping expenses are the responsibility of the exhibitor.

DISPLAY

No exhibitor will advertise or display the name, logo or support for any veterans service organization other than Paralyzed Veterans.

LIMITATION OF LIABILITY AND INDEMNIFICATION

Although PVA and the venue shall maintain reasonable security measures during the period of the Event (installation, overnight, and dismantling of the exhibits), each Exhibitor is responsible for the care and safety of their own materials, displays and staff or guests. PVA's maximum liability for a claim related to or arising out of this Event Agreement, regardless of the cause, shall be limited to refunding the price paid by the Exhibitor for their Exhibit space. Each Exhibitor is responsible for complying with all applicable federal, state, and local fire, health, and building statutes and codes ("Applicable Law") during the period of the Event. Exhibitors are advised not to leave unattended valuables in their exhibits.

To the maximum extent permitted by Applicable Law Exhibitor will indemnify and hold harmless PVA (and the venue if required) and its respective officers, directors, employees and agents, from and against any and all claims, causes of action, suits, investigations, and administrative or other proceedings, and all

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related demands, damages, liabilities, fines, penalties, assessments, costs, expenses (including attorney's fees) of every kind and nature, related to or arising out of: (1) any actual or alleged illness or death of or injury to any person, any actual or alleged damage to or destruction of any property, or any other actual or alleged damage or loss whatsoever, resulting or alleged to result in whole or in part from any actual or alleged defect in any goods or services provided by Exhibitor during this Event; and (2) any act or omission of Exhibitor or its agents or employees.

DISMANTLING

No display will be dismantled or packing begun before the show officially closes.

INSURANCE

A. Exhibitor agrees to procure and maintain during the term of the Event (Expo or Summit) insurance coverage which shall include:

1. Commercial General Liability, or the equivalent, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury, personal injury and property damage liability coverage, including the following: all premises and operations, products/completed operations (for a minimum of two (2) years following Event completion), explosion, collapse, independent contractors, separation of insureds, defense and contractual liability; and,

2. **Workers' Compensation & Employers Liability Insurance (as required by the state):**
Workers' Compensation: Statutory

Employers' Liability:

Bodily Injury by Accident:
\$1,000,000 each accident

Bodily Injury by Disease:

\$1,000,000 each employee
\$1,000,000 policy limit; and,

3. Automobile Liability, when any motor vehicle (whether owned, non-owned or hired) is used in connection with the Event, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

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- B. The insurance obligations shall be: (1) all the insurance coverage and/or limits carried by or available to the Exhibitor; or (2) the minimum insurance coverage requirements and/or limits shown in this Event Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to Paralyzed Veterans of America. The limits set forth above are minimum limits and shall not be construed to limit Exhibitor's liability.
- C. Unless prohibited by Applicable Law, all insurance required above shall name Paralyzed Veterans of America, Omni Hotels Management, Omni Dallas Hotel, and its affiliates as an additional insured on a primary, non-contributory basis for claims or liability relating to, arising directly or indirectly from, this Agreement, Exhibitors' products and/or Exhibitors' work. All insurance coverages shall be written through carriers possessing an A.M. Best rating of A (VII) or better. For any claims related to this Agreement, Exhibitor's insurance coverage shall be primary insurance coverage, and any insurance maintained by Paralyzed Veterans of America (and the venue, if required by the venue) shall be excess of Exhibitor's insurance and shall not contribute with it.
- D. Copies of the Certificate of Insurance evidencing such coverage(s) shall be furnished to Hannah Buchholz no later than **June 15, 2020**. Paralyzed Veterans of America reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, in the event of a claim.
- E. If Exhibitor's insurance is terminated, cancelled, suspended, reduced, or revoked, Exhibitor must immediately (and in any event, within five calendar days) notify Paralyzed Veterans of America. Additionally, if Exhibitor's insurance is materially changed during the term of the Event Agreement, Exhibitor shall notify Paralyzed Veterans of America no later than fifteen (15) calendar days prior to the date the material change is to take effect. If the insurance coverage does expire or is otherwise materially changed during the term of the Event Agreement, Exhibitor warrants that it shall send a renewal Certificate of the required coverage to Paralyzed Veterans of America no later than fifteen (15) calendar days prior to the date the material change is to take effect.
- F. Exhibitor hereby grants to Paralyzed Veterans of America a waiver of any right to subrogation which any insurer may acquire against Paralyzed Veterans of America by virtue of the payment of any loss under such insurance. Exhibitor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Exhibitor has received a waiver of subrogation endorsement from the insurer.

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CANCELLATION

In the event of cancellation of the exhibition due to fire, strikes, government regulation, or any other cause beyond the control of exhibition management, Paralyzed Veterans shall not be held liable for failure to hold the exhibition as scheduled and shall determine the amount of the exhibit fees to be refunded.

Upon cancellation by exhibitor prior to **June 15, 2020**, Paralyzed Veterans reserves the right to determine the amount of exhibit fees, **if any**, to be refunded. Cancellation notice received on or after **June 15, 2020**, will result in forfeit of all exhibit fees.

EXHIBIT SPACE DIMENSIONS/ARRANGEMENTS

Basic exhibit space is 10'x10'. In addition to the basic pipe and drape (10' back, 3' side rails), furnishings include one 6' skirted table, two chairs, and one space identification sign. Additional furnishings or electrical needs are the responsibility of the exhibitor. Display materials or equipment may not exceed length, depth, or height of the exhibit space. Additional space needs beyond the basic booth will be handled upon request. Paralyzed Veterans will provide each exhibitor with a digital exhibitor kit approximately six weeks prior to the event.

PARALYZED VETERANS SUMMIT LOGO & TRADEMARK

The Paralyzed Veterans of America Healthcare Summit & Expo logo is a trademark of the Paralyzed Veterans and may only be used by authorized corporate sponsors. Exhibitor status does not include rights to the Summit logo or the Paralyzed Veterans of America logo. Unauthorized use of the Summit logo is prohibited, and this prohibition will be enforced.

FORCE MAJEURE

Neither party shall be liable for unforeseeable events beyond its control and not due to its fault or negligence including, but not limited to, acts of God, war, government regulation (applicable federal, state or local), disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, curtailment of transportation or effects of the weather which make it illegal, impossible, or commercially impracticable to perform as originally contracted under this Agreement. The Party seeking the protection of this paragraph shall promptly notify the other Party at the commencement of the Force Majeure event. If good faith negotiations cannot resolve the problem allowing the affected Party to perform, the Agreement may be cancelled without liability.

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AUTHORITY

Each person executing this Event Agreement warrants that s/he is authorized to enter into this Agreement on behalf of the party for which s/he has signed, has all the necessary power and authority to bind such party, and that such party has complied with applicable laws and regulations. Each person executing this Agreement further warrants that the party for which s/he has signed has all the necessary power and authority to perform its obligations under this Event Agreement. Each person executing this Event Agreement further warrants that this Event Agreement is binding and enforceable against such party in accordance with its terms.

Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____