

ICE EXPO 2018 TERMS AND CONDITIONS

The following Terms and Conditions are part of the contract between the Exhibitor and International Cleaning Experts.

Failure to comply therewith shall subject Exhibitor to the sanctions and penalties set forth

1. General

The purpose of ICE's exhibition is to promote business opportunities for products and services of interest to the cleaning industry. Exhibitors are subject to the following requirements:

- Exhibitors must own the rights to display and market any and all products and brands that Exhibitor exhibits, or be an authorized representative of such products for the United States. Likewise, Exhibitors must own the right to perform any services or processes they exhibit, or be the authorized representative of the entity having such right.
- Products and services exhibited must be consistent with the purpose of the Exhibition.
- ICE has the absolute right and sole discretion to (1) decide who may exhibit at the Exhibition and who may purchase a booth, and (2) to restrict or remove exhibits or persons that are objectionable or unsafe in the sole and absolutely discretionary opinion of ICE. This includes persons, things, conduct, printed matter or anything of any character, which may be objectionable or unsafe.
- Resolution of any matter or circumstance not addressed in the rules and regulations shall be in the sole discretion of ICE. ICE, alone, has the right to amend or modify the terms, rules, and regulations, and any amendments or modifications shall take effect upon publication and notice to exhibitors.

ICE has the right to expel and eject any exhibitor for conduct detrimental to the exposition, and exhibitor agrees to abide by any decision of ICE in this regard. Any exhibitor who is expelled for such conduct agrees to pay a liquidated penalty of \$1,000 for the expense and interruption to the exhibition.

2. Cancellation of exhibit space

An Exhibitor may cancel or withdraw from the exhibition subject to the following conditions:

- If written notice is received between signing and December 1, 2017, the Exhibitor agrees to pay a cancellation fee of 50% of the amount paid for the cancelled booths reserved by Exhibitor. Written notice that is received after December 1, 2017, the Exhibitor agrees to pay 100% of the amount paid for the cancelled booths.
- In the event of cancellation, ICE shall have the right to immediately use or sell the cancelled booth/space at ICE's pleasure, including selling a booth to another Exhibitor without any rebate or allowance to the canceling Exhibitor.
- Exhibitors who reduce the size of their booth space are not entitled to a refund or fee adjustment.
- ICE shall not be liable or responsible for including a canceling Exhibitor's name, information, or products in the show catalog, press releases, or other show related materials.

3. Assignment of Space

Space will not be assigned without full payment. All assignments will generally be made on a "first-come, first-served" basis, with an attempt to accommodate Exhibitors' preference requests. ICE does not guarantee any particular assignment or preference, or the availability of a booth or space for assignment. ICE has the right, in its sole discretion, to change Exhibitor's booth assignment. In the event of such re-assignment, ICE will make all reasonable efforts to move Exhibitor to their next-most preferable location. If the re-assigned Exhibitor is dissatisfied with their new booth assignment, that Exhibitor may, at the time of notice of the re-assignment, decline to attend or further attend the Exhibition and will be refunded their payment.

4. Children in the Exhibit Hall

All children (minors under the age of 18 years of age) shall be allowed on the show floor during regular show hours provided they are accompanied by a parent or guardian. It shall be the responsibility of the parent/guardian to supervise their children at all times. Children will not be permitted on the show floor during move-in and move-out times.

5. Arrangement of Exhibits

Exhibitors will be bound by the booth rules included in the Exhibitor Services Manual. Exhibitors whose products or services cannot be regularly, safely, or properly displayed within the rules may be excluded in the sole discretion of ICE.

6. Exhibitors Services Manual

The ICE Exhibitor Services Manual will be e-mailed to the contact name provided by the Exhibitor who will be in charge of the Exhibitor's booth, approximately three months prior to the Exhibition. ICE will select certain firms as official contractors to Exhibitors for ICE's exhibitor services. These authorized contractors are selected on the basis of reasonable and customary rates for their services and their ability to meet Exhibitor requirements. Exhibitors must use these authorized contractors for services in connection with the Exhibition, such as for drayage services. The manual will contain their names and information pertaining to their services and order forms for all services.

7. Early Breakdown Rules

Each Exhibitor must keep at least one attendant working in Exhibitor's booth at all times during official Exhibition hours. ICE reserves the right to determine whether the character and/or attire of booth personnel is acceptable and in keeping with the best interest of all Exhibitors and the Exhibition. In addition, Exhibitors may not dismantle any portion of their booth(s) prior to the official dismantle period, and will be warned if they commence such activity. Such violations are determined in the sole discretion of ICE. Exhibitors who violate this rule agree to pay a penalty of \$1000; failure to pay will bar Exhibitor from future Exhibitions.

8. Exhibitor's Authorized Representative

Each Exhibitor must have at least one person that Exhibitor shall designate as its representative in connection with installation, operation, management, security and removal of exhibits. The representative shall be authorized to enter into such contracts as may be necessary and for which the Exhibitor shall be responsible, and Exhibitor assumes responsibility for the representative being in attendance throughout all Exhibition periods. Exhibitor understands and agrees that the representative(s) are necessary for the security and smooth operation of Exhibitor's booth and any equipment it contains. Exhibitors will receive 2 complimentary badges per 10x10 booth, and must pay for additional badges as outlined in the Exhibitor Services Manual (with an increase in price if ordered after January 1, 2018). All exhibitors and their representatives are required to have and wear ICE-issued badges throughout the Exhibition. Each Exhibitor shall provide ICE with the names and contact information of its representative(s) and booth personnel.

9. Sales, Samples, Costumes and Giveaways

Exhibitors shall not solicit business in aisles or in booths other than their own. Exhibitor's representatives wearing distinctive costumes or uniforms or carrying signs or banners separately or as part of their apparel may only appear in their own booths. Exhibitors may distribute samples, catalogs, pamphlets, publications, etc., only within their own booths. ICE reserves the right to exclude or restrict any giveaways or samples during the week of the ICE show. Robots or mechanical apparatus are prohibited from being used outside of each Exhibitor's own booth. ICE reserves the right to restrict any giveaways from the show floor that are in bad taste or are considered offensive. All giveaways and raffles must comply with all local and state laws and regulations.

10. Promotion and Sales Schemes

Canvassing or soliciting sales in the Exhibition by anyone representing or connected with a non-Exhibitor is forbidden and any person so doing will be promptly ejected. Exhibitors agree that they will not exhibit or display their equipment and/or products and services in any other location other than their booth in the Exhibition area during the Exhibition.

11. Care of Building

Exhibitors may not damage the Exhibition area, fixtures, property, or any exhibition-supplied equipment or booth in any way. Exhibitors are liable for any damage caused by fastening displays or fixtures to the building, floors, walls or columns, or to booth equipment, or for damage caused in any other manner. Consequently, Exhibitors are prohibited from applying paint, adhesives or any other coating to building fixtures, columns, floors or supplied booth equipment.

12. Auxiliary Events at ICE

Exhibitor agrees to not engage in any activity during official Exhibition hours that creates a material adverse effect on attendance at the Exhibition: e.g., promotion and hosting a large off-site gathering during Exhibition hours. If clarification or approval is needed on a specific activity, please submit your question/request to ICE prior to the activity.

13. Sound Devices

The use of devices for mechanical reproduction of sound or music shall not be permitted unless approved by ICE in writing. Loud or disturbing noise is prohibited except under pre-approved circumstances specified in the sole discretion of ICE. In general, the projection of sound beyond the confines of any Exhibitor's space is prohibited. Exhibitors must police their own noise levels from demonstrations, devices, and/or music. If Exhibitor fails to respond to a request by ICE to limit or eliminate noise, ICE has the right to disconnect, remove or exclude any noise-making device or person.

14. Safety, Fire and Health

The Exhibitor agrees to comply with, and is solely responsible for compliance with, all local, state, federal and ICE safety, fire, and health rules, regulations, ordinances or laws. All display or exhibit materials and equipment must be reasonably located and protected by safety barrier guards and fire-proofed to prevent fire hazards and personal accidents to spectators, attendees or anyone in the Exhibition. All exhibitors are required to have easily accessible power disconnect/stop devices on any operating and moving machinery in their exhibit booth that is accessible by, or may come in contact with Exhibition attendees. At least one booth staffer must be assigned to a machine's disconnect or stop device whenever machinery is being operated. At the discretion of ICE, Exhibitors may be required to move or modify their disconnect or stop device, or they shall be disallowed from operating machinery during show hours. No machinery or equipment, whether moving or stationary, may extend into or enter common areas or aisles.

15. Liability

It is the Exhibitor's sole responsibility to take all precautions to prevent injury to persons and property from Exhibitor's activities or equipment. *The owner/lessor of the Exhibition area, ICE, and ICE's principals, employees and agents, are not responsible and shall not be liable for any damage, loss, or injury to Exhibitor, Exhibitor's principals or employees, or to any other person, or to any property, occurring in or at the Exhibition or resulting from this contract. Further, Exhibitor agrees to protect, indemnify, and hold (1) ICE, (2) ICE's principals, employees, and agents, and (3) the owner/lessor of the Exhibition area, harmless from and against all liability and all claims, including any suit for damage or injury to Exhibitor or Exhibitor's principals, agents, or employees sustained at or as a result of the Exhibition or this contract, no matter how caused, even if the result of ICE's gross negligence. Exhibitor expressly releases the owner/lessor of the Exhibition area, ICE, and ICE's principals, employees and agents, and each of them, from any and all claims for such loss or injury. Reasonable precautions will be taken to protect Exhibitor property during installation, show and removal periods. However, in accordance with the above, ICE is not responsible for theft, accidents, or vandalism.*

16. Unforeseen Situations

The Exhibition may be cancelled, shortened, delayed, rescheduled or otherwise modified for reasons including, but not limited to: acts of God, shortage of commodities or supplies to be furnished by the Exhibition space provider, governmental authority, war, or circumstances that make it illegal, impracticable, or impossible for ICE to hold the Exhibition. In these events, Exhibitor understands that Exhibitor may suffer losses as a consequence, such as lost business or lost expenditures of Exhibitor for travel, setup, lodging, freight, wages, etcetera. In these events, Exhibitor agrees to indemnify and hold harmless ICE and ICE's principals, employees, and agents from any and all loss that Exhibitor may suffer, and agrees to release ICE and ICE's principals, employees, and agents from any and all liabilities and all claims, including for lost profits, out of pocket costs, and/or consequential damages.

17. Exhibitor's Use of Space

Exhibitor agrees not to assign, sublet or share space without the prior written consent of ICE. Exhibitors may not display products or conduct business outside the confines of Exhibitor's assigned booth space. Violations of these requirements are determined in the sole discretion of ICE. ICE has the right to stop and remove any offending activity or display. Violating Exhibitors agree to pay a penalty of \$1000; failure to pay will bar Exhibitor from future Exhibitions.

18. Disputes

The parties submit themselves to the exclusive jurisdiction of the federal and state courts sitting in San Diego County, California, for all matters and disputes which arise from, or are related to, this contract or the Exhibition. The construction and interpretation of this contract, and any dispute related to this contract, shall, at all times and in all respects, be governed by the internal laws of the State of California, without giving effect to the conflict of laws provisions thereof. This contract is the entire agreement and understanding between Exhibitor and ICE, and there are no representations, promises, agreements, or understandings, written or oral, not herein contained that are of any force or effect. No change or modification hereof, or alleged waiver of any term, shall be valid or binding against ICE unless the same is in writing and signed by ICE. This Contract consists of a series of separate covenants, and these provisions shall be deemed severable such that the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity or enforceability of the other provisions.