

Exhibit Application/Contract Terms and Conditions

West Kentucky Fishing Expo 2024

1) Defined Terms: "Event" means **West Kentucky Fishing Expo**, currently scheduled to be held on **January 11-14, 2024** (the "Event Dates") at the **Paducah McCracken County Expo Center Paducah, Kentucky** (the "Exhibit Facility".) Event is owned, produced, and managed by JL Event Management, LLC. "Organizer" means collectively, JL Event Management, LLC, its officers, directors, shareholders, agents, affiliates, representatives, employees, and assigns, unless the context requires otherwise. "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by JL Event Management, LLC in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives, and/or invitees, as applicable.

2) Contract Acceptance: This contract shall become binding and effective when it has been submitted by the Exhibitor and received by Organizer. 100% of contract fee is due on the execution of this agreement. An exhibitor will be assigned a location on the floor plan when the full payment is made as determined by the date of execution and agreement. Organizer may refuse to accept any contract for any or no reason. Organizer reserves the right to determine the eligibility of any company or product for inclusion in the Event.

3) Assumption of Risks: 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 or of any 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 the Organizer nor the Exhibit Facility accept responsibility, nor create a bailment, for property delivered by or to the Exhibitor. Neither the Organizer 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 whether described in this paragraph or not.

4) Indemnification: Exhibitor shall indemnify, defend (with legal counsel satisfactory to JL Event Management, LLC), and hold the Organizer and the Exhibit Facility harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including

attorney's fees), and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence at the Event, (b) any breach by the Exhibitor of any agreements, covenants, promises, or other obligations under this contract or any other contract, arrangement or agreement; (c) any matter for which Exhibitor is otherwise responsible under terms of this contract or any other contract, arrangement or agreements; (d) any violation or infringement (or claim of violation or infringement) of any law, or ordinance or the rights of any party under any patent, copyright, trademark, trade secret, or other proprietary right; (e) any libel, slander, defamation, or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss of or damage to property or the business, or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance, or otherwise.

5) Limitation of Liability: Under no circumstances shall Organizer 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 Organizer's maximum liability under any circumstance exceed the amount actually paid to Organizer by Exhibitor for exhibit space rental pursuant to this contract. Organizer may employ reputable guards during the course of the exhibition to regulate the flow of attendees at the Event. These guards are not security guards. Neither Organizer, nor the owners, or the lessors of the Event Facility shall assume any responsibility for Exhibitor's personal or other property.

6) Warranties: Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

7) Qualifications of Exhibitor: Organizer, in its sole discretion, determines whether a prospective Exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms that supply products and/or services to the Event's industry. Applicants may be required to submit a description of the nature of their business and the items to be exhibited. Organizer reserves the right to restrict or remove any exhibit that Organizer, in its sole discretion, believes is objectionable or inappropriate.

8) Assignment of Space: Organizer, in its sole discretion, will assign Exhibit space for the Event and only for the Event Dates. Any assignment does not imply that similar space will be assigned for future Events. Organizer reserves the right to change the floor plan or to move an Exhibitor to another booth

Exhibit Application/Contract Terms and Conditions

West Kentucky Fishing Expo 2024

location prior to or during the event for any or no reason.

9) Exhibit Placements: Organizer will attempt to honor all booth placements based on requests from Exhibitor. Notwithstanding, Organizer reserves the right to add, alter, or delete from the Event floor plan at any time. Offers made as to location of an exhibition space are not a guarantee. Furthermore, Organizer shall be the final authority in assigning spaces. No Exhibitor shall exhibit or permit to be exhibited in the space allocated to it any merchandise other than that specified in its contract.

10) Cancellation by Exhibitor: If the Exhibitor desires to cancel all or part of the display space, it must do so in writing by certified mail to JL Event Management, LLC or by email, at least sixty (60) days prior to the opening day of the Event. In the event Exhibitor, at any time, seeks to terminate this license for exhibition space, withdraws from the show, or requests a reduction in space, an administrative and processing fee of \$100.00 per 10' x 10' booth will be assessed. If the cancellation request is after the 60-day period, the Exhibitor shall not be entitled to any refund of exhibit fee. Because these dates are related to the Event Date and not to the date of this contract, these dates shall apply regardless of the date on which this contract is executed. This amount is considered to be liquidated and agreed upon damages, for the damages JL Event Management, LLC will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of space reserved from availability at a time when other parties would be interested in applying for it, will cause the Organizer to sustain damages. In this situation, the Organizer's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. The date of cancellation shall be the date Organizer receives the written notice. Organizer reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original contract and an offer to purchase new booth space. Exhibitor may be required to move to a new location if it requests a downsizing of space.

11) Cancellation by JL Event Management, LLC: If Exhibitor fails to make a payment required by this contract in a timely manner, JL Event Management, LLC may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund any monies previously paid. Organizer reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to Organizer.

Organizer is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available because of action taken under this paragraph in any manner it desires, and without releasing Exhibitor from any liability hereunder. Organizer may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract or any other contract or arrangement with Organizer, without any obligation on Organizer's part to refund any payments previously made and without releasing Exhibitor from any liability arising as a result of or in connection with such breach. If Organizer removes or restricts an exhibit that it considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

Notwithstanding anything herein to the contract, Organizer reserves the right to terminate this contract and return to Exhibitor the fees it has paid to Organizer, at any time and for any or no reason. In the event the contract is terminated in this manner, Organizer shall have no further liability to Exhibitor or any other party.

12) Cancellation and Rescheduling of the Event: If Organizer cancels the Event due to circumstances beyond its reasonable control (such as acts of God, acts of war, governmental emergency, labor strike, or unavailability of the Exhibit Facility), Organizer shall refund to Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by Organizer. The refund shall be in full satisfaction of all liabilities of Organizer to Exhibitor. Organizer reserves the right to cancel, rename, reschedule, or relocate the Event. If Organizer changes the name of the Event, relocates the Event to another event facility within the same city, or changes the Event Dates to dates that are not more than thirty (30) days earlier or thirty (30) days later, no refund will be due to Exhibitor, but Organizer shall assign to Exhibitor, in lieu of the original space, other space as Organizer deems appropriate, and the Exhibitor agrees to use that space under the terms of this contract. If Organizer elects to cancel the Event other than for a reason previously described in this paragraph, Organizer shall refund to Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Organizer to Exhibitor.

13) Exhibitor Kit: Prior to the Event, Organizer will send an Exhibitor Kit to the "Primary Contact" listed on the front of this contract. The Exhibitor Kit will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping, and drayage, utilities and building service regulations, exhibit display rules, and move-in/move-out schedules.

Exhibit Application/Contract Terms and Conditions

West Kentucky Fishing Expo 2024

14) Exhibit Space Occupancy: Organizer shall specify the hours and dates for installing, occupying, and dismantling exhibits. Exhibits must be open for business at all times during the Event. If Exhibitor fails to install its display in its assigned space by assigned set-up times or leaves its space unattended at any time during the Event, Organizer shall have the right to take possession of the space and terminate this contract. No refund will be due to Exhibitor.

15) Set-up and Show Hours: Exhibitor will receive an Exhibitor Service Kit that contains information on set-up and Event hours, installation, and removal of exhibits. Exhibits must remain open in accordance with the schedule published prior to the Event or as amended by Organizer. **NO BREAKDOWN OR DISMANTLING OF EXHIBITS IS PERMITTED BEFORE THE EVENT OFFICIALLY CLOSES DOWN.** If Exhibitor infringes this rule, future exhibiting with JL Event Management, LLC will be subject to disciplinary action which includes but is not limited to nonrenewal of current space or refusal to book new space. Exhibitor must, at all times, including but not limited to set-up and break-down, wear an official exhibitor badge to enter the exhibition hall. PLEASE NOTE: Due to security regulations, Exhibitor may be asked to present photo ID to receive badges. Exhibitor must identify any and all personnel who will be working in the Exhibitor's booth.

16) Listings and Promotional Materials: By exhibiting at the Event, Exhibitor grants to Organizer a fully paid, perpetual, non-exclusive license to use, display, reproduce the name, trade names, product names of Exhibitor in any directory (print, electronic, or other media) listing the companies exhibiting at the Event, and to use such names in Organizer's promotional materials. Organizer shall not be liable for any errors in any listing, or descriptions, or for omitting Exhibitor or any other Exhibitor from any directory, or other lists and materials. Organizer may also take photographs of Exhibitor's booth space, exhibit, guests, and personnel before, during, or after the Event and use those photographs for any promotional purpose.

17) Care of Exhibit Facility: Exhibitor shall promptly pay for any and all damages caused by the Exhibitor to the Exhibit Facility, or associated facilities, booth equipment, or the property of others. No stickers or tape of any kind may be affixed to any part of the venue or its properties.

18) Outside Exhibits/Hospitality Suites: Unless given express written approval from Organizer in advance, Exhibitor is prohibited from conducting unauthorized facility tours and displaying products, services, and/or other advertising material in areas outside its booth space including but not limited to: parking lots, hotel lobbies,

lounges, corridors, sleeping rooms, etc. Exhibitor shall not host or operate hospitality suites or similar functions during official Event hours or when any Organizer-sponsored activity is being held. All requests for a hospitality suite or public function space must be made through Organizer. If Exhibitor cancels or fails to occupy such space during official Event hours, Organizer reserves the right to notify the applicable venue to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel or applicable venue.

19) Contractor Services: Organizer has contracted, on an exclusive basis, official contractors to provide certain services for the Event. A complete list of exclusive services will be provided in the Exhibitor Kit. Service companies other than the official contractors will not be allowed to perform any of these services. Non-exclusive services may be performed by Exhibitor-Appointed Contractors (EAC) according to the EAC guidelines established in the Exhibitor Kit.

20) Character of Displays; Use of Aisles and Common Areas: Distribution of samples, printed matter of any kind, and any promotional material is restricted to the exhibit booth. Exhibitor shall only exhibit products that it manufactures, represents, or legally distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways, and overhead spaces remain strictly under the Organizer's control. No signs, decorations, banners, advertising materials, or special exhibits are permitted outside of Exhibitor's contracted booth space except by Organizer's written permission. Uniformed attendants, models, and other employees of Exhibitor must remain within its booth. Any and all advertising distribution must be made from Exhibitor's booth space. Balloons and stickers are prohibited in the exhibit area. Handouts with gummed backing that adhere or cause adhesion are considered stickers. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space are prohibited.

21) Sound Devices: The use of devices for mechanical reproduction of sound or music may be permitted, but must be controlled to decibels stated in the Exhibitor Kit. Sounds of any kind must not be projected outside of the exhibit booth. Exhibitor is specifically prohibited from employing any carnival type attraction, whether animal or human, or from operating noise creating devices such as bells, horns, or megaphones. For Game and Bird Call demonstrations, the devices must be used with discretion and without disrupting neighboring Exhibitors. Organizer reserves the right to determine acceptable volume level.

Exhibit Application/Contract Terms and Conditions

West Kentucky Fishing Expo 2024

22) Taxes and Licenses: Exhibitor shall be solely responsible for obtaining any licenses, permits, or approvals under federal, state, or local laws applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits, and for paying all taxes, license fees, use fees, royalties, or other fees, charges, levies, or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility unless given the Organizer's express permission. Additionally, Exhibitor will supply, upon request, any necessary information in connection to obtaining licenses, permits or approvals.

23) Insurance: Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below in subsection 23)(a) through (d). The insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on all occurrence basis. Exhibitor understands that neither Organizer nor the Exhibit Facility maintains insurance covering the Exhibitor's property. Exhibitor has the sole responsibility to obtain such insurance. Exhibitor is responsible for any and all damages caused by Exhibitor or Exhibitor's agents, employees, or guests. Exhibitor agrees to indemnify, defend, and hold harmless JL Event Management LLC, its affiliates, subsidiaries, agents, and employees from and against any liability for loss or damage of kind which Exhibitor may directly or indirectly cause. Claims-made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph. The insurance policies shall name as additional insureds JL Event Management, LLC, the Event Facility, and each of their subsidiaries, affiliates, officers, directors, employees, agents, and representatives. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, as deemed satisfactory to Organizer, shall be furnished to JL Event Management, LLC. Certified copies of the certificates of insurance or policies shall provide that they may not be cancelled without thirty (30) days advance written notice to JL Event Management, LLC. (a) Worker's compensation insurance; (b) Personal injury, death, or damage to property; (c) Comprehensive general liability insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for bodily injury, contractual, operation of mobile equipment, products, and liquor liability (if applicable); (d) Automobile liability insurance with limits not less than \$500,000 per occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned, and hired vehicles, including loading

and unloading operators (if applicable).

24) Intellectual Property: Exhibitor shall not play or permit the playing of, 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. Organizer may refuse to permit Exhibitor to exhibit or display any items that Organizer reasonably believes infringes the rights of other parties. If Exhibitor refuses to remove any of those items from display, in addition to any other remedies available, Organizer may terminate this Agreement immediately and evict Exhibitor from the Event without any liability to Exhibitor or any other party.

25) 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 Event Facility (including any union labor work laws.) Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

26) Additional Terms and Conditions: Organizer has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself, at all times, in accordance with professionalism and normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of or terminate the contract, Organizer, in its sole judgement and discretion, may refuse to consider for participation in future Events any Exhibitor who violates or fails to abide by the contract or any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of JL Event Management, LLC. Exhibitor shall not sublet or license all or any portion of its exhibit space. By entering into this contract, Exhibitor and its affiliates explicitly consent to receive telephone, email, and other communications from JL Event Management, LLC and its partners under 47 U.S.C. § 227 and any other applicable regulations. The use of cameras and video cameras on the exhibit floor is strictly prohibited unless given prior permission from Organizer. No food or drink may be given away or sold by the Exhibitor without the Organizer's prior knowledge and consent. Fees to concessionaire may apply. Live animals are not allowed in the building unless they are an integral part of an exhibit. Raffles or games of chance must be licensed and approved by the appropriate governing body(s). Organizer does not accept responsibility for any promotional effort undertaken by the Exhibitor. (See Exhibitor Kit for pertinent regulations.)

27) Incorporation of Rules and Regulations: Any and all

Exhibit Application/Contract Terms and Conditions

West Kentucky Fishing Expo 2024

matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by Organizer in its sole discretion. Organizer may adopt rules or regulations governing such matters, and may amend or revoke them at any time, upon notice to Exhibitor. Any rules and regulations (whether or not included in the Exhibitor 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 Organizer as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Exhibitor Kit and any additional rules or regulations adopted by Organizer) states the entire agreement of the parties with respect to the subject matter hereof.

28) Governing Law: This contract is governed by the laws of the State of Kentucky as applied to contracts entered into and entirely performed within the State by residents of that State. Exhibitor hereby submits to the exclusive jurisdiction of the courts located in McCracken County, Kentucky which shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with, or related to this 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 McCracken County, Kentucky.

29) Safety Laws and Rules: Federal, state, and city laws must be strictly observed. A listing of material fire and safety regulations are in the Exhibitor Kit. All materials used for display of any kind must be flame-proofed. This includes all materials used in specially constructed exhibits such as fabric or other materials. The use of crepe paper and any decorative paper of any type is prohibited. Exhibitor's display must meet all the required fire regulations. Displays that do not pass inspection will be closed down until such fire hazards are corrected. Gas tank caps must be taped over. Gas tanks cannot be more than 1/8 full. Batteries must be disconnected in the booth. All booth equipment (i.e., tables, chairs, displays, etc.) must not protrude into aisles under any circumstances. All electrical wiring in the exhibit area must comply with the OSHA National Electrical Code. If inspection indicates that any Exhibitor has neglected to comply with these regulations, or otherwise incurred a fire hazard, Organizer reserves the right to cancel all or such part of said Exhibit that is in violation in accordance with the Fire Marshal's order. Firearms are strictly prohibited.

30) Sub-Letting and Assignments: No Exhibitor may assign, sublet, or share exhibit space unless the Organizer gives prior written consent.

31) Freight Shipment: The Exhibitor will receive separate information via mail regarding freight shipments to and from the Event Facility. Exhibitor should use information provided by Event Facility to ensure proper shipment and identification. Shipments made in advance to the Event Facility will be delivered to Exhibitor's booth. At the close of the Event, if Exhibitor desires to arrange shipment of its exhibit materials by its own carrier, Exhibitor should call for pick-up and inform the Event Facility. Exhibitor must wait in-person for such pick-up. If Exhibitor does not remain in booth or exhibit area for the pick-up, or if the pick-up does not occur within a reasonable time, the Event Facility may take the shipment at Exhibitor's own risk and expense. Exhibit merchandise and/or samples will not be permitted to be taken out of the exhibition area during the Event.

31) Solicitations: Any retail sales, including but not limited to any retail sales in violation of the retail sales tax regulations where the Event is being held, are strictly prohibited during the Event.

32) No Show Policy: If Exhibitor, through circumstances beyond its control, is delayed in arrival or set-up, Exhibitor must notify Organizer at least 24-hours prior to show opening. Non-notification will result in resale of space. No refunds will be made.

33) Rights of Offset; Enforcement: Organizer reserves the right, in its sole discretion, to apply any or all payments made for the Event to any or all outstanding payments due to Organizer. This applies to ad insertions, sponsorships, booth space, or any other product or services offered by Organizer.

34) Entire Agreement: This contract (including the Exhibitor Kit and any additional rules or regulations adopted by Organizer) represents the entire agreement between Organizer and Exhibitor relating to the Event and supersedes any prior written or oral understandings, agreements or representations by or between JL Event Management, LLC and Exhibitor relating to the Event.

Company Representative Name

Company Representative Name/Title

Representative Signature

Date