



## TERMS AND CONDITION

### 1. EXHIBITOR RESPONSIBILITY/CONDUCT

The Exhibitor shall be solely responsible and liable for the performance and safety of its products. The Exhibitor shall be solely responsible and liable for the security of its products, equipment, and confidential and proprietary information. The Exhibitor shall not sell or serve any food or beverage items on the Event premises without TechFest's prior written consent. The Exhibitor and its employees, agents and representatives shall not display or offer products, literature or presentations containing nudity, sexually explicit or other offensive material. TechFest reserves the right to remove the Exhibitor, its products and any of its employees, agents or representatives that TechFest determines to be objectionable. Exhibitor shall not assign or lease space to a third party without TechFest's prior consent.

### 2. SPACE AND SERVICES

The Exhibit Space will include a listing and description in the show guide, general security services for the Event and badges for all Exhibitor personnel. TechFest will make all reasonable efforts to make the Exhibit Space available in a location assigned to the Exhibitor but makes no guarantee of same. TechFest reserves the right to modify or realign any Exhibit Space location. TechFest shall not be responsible or liable for any errors or omissions in any show guide listings or descriptions.

### 3. EXHIBITOR EQUIPMENT

The Exhibitor is solely responsible and liable for its products, services, and equipment. The Exhibitor shall not bring any merchandise, equipment, packing containers or packing material into or out of the Exhibit Space during Event hours or leave any such items in any common areas of the Event Facility.

### 4. INCLEMENT WEATHER, ACTS OF GOD

TechFest is held at a park, but all Exhibit content is indoors. TechFest may postpone or cancel all or any part of the Event or reduce the amount of space allocated to the Event for any reason in its sole discretion and for acts beyond its reasonable control, which acts may include but are not limited to, fire, earthquake, other severe weather, damage or construction to the Event Facility, government regulation, public catastrophe or other act of God. If the Event is canceled in its entirety, this Agreement shall automatically terminate and TechFest shall refund to the Exhibitor all Exhibit Fees. If the Event is postponed, it will be for one week. Refunds shall not be made for partial cancellations or postponements or reductions in the size or scope of the Event.

### 5. EXHIBITOR CANCELLATION

Except as otherwise expressly set forth in Section 4, all payments made and due to TechFest under this Agreement are made in consideration of TechFest's lost or deferred opportunity to provide Exhibit Space to

others and shall be deemed fully earned and non-refundable, unless agreed to otherwise by TechFest in its sole discretion. The Exhibitor acknowledges and agrees that such amounts represent an agreed measure of compensation, and not a penalty. In the event of non-payment or late payment by the Exhibitor, TechFest shall be entitled to recover from the Exhibitor, any and all costs of collections it incurs, including reasonable attorneys' fees.

### 6. INDEMNITIES AND INSURANCE

The Exhibitor hereby releases TechFest, the Event Facility, the County, and each of their respective officers, directors, employees, agents, contractors, representatives, affiliates and assigns (collectively, the "Indemnified Parties"), from any claims for damage, loss, harm or injury to the person, property or business of the Exhibitor or any of its visitors, officers, directors, agents, employees or representatives.

The Exhibitor shall indemnify, defend and hold harmless the Indemnified Parties from all claims, demands, suits, liability, damages, losses, costs, fees (including reasonable attorneys' fees) and expenses which result or arise from (I) injury to the person, property or business of any person in connection with the Exhibitor's displays, or (II) the Exhibitor's actual or alleged infringement of the patent, trademark, copyright, or any other intellectual property rights of a third party.

The Exhibitor shall maintain adequate property and liability insurance coverage normal to a display of this sort, and shall provide TechFest with insurance certificates upon request. All such insurance policies shall name TechFest, the County, its officers, directors, agents, employees, contractors and representatives, and the Event Facility, as additional insured.

### 7. TAXES AND LICENSES

The Exhibitor shall be responsible for obtaining any licenses, permits or approvals under federal, state or local law that may be applicable to its activity at the Event.

### 8. BROADCASTS/COPYRIGHTED MATERIAL

No visual or audio recording or transmission will be made at the Event without TechFest's prior written consent. The Exhibitor shall not broadcast, perform, publish or distribute any copyrighted material at the Event unless it has obtained all necessary permissions.

### 9. GOVERNING LAW AND JURISDICTION

This Agreement and all rights and obligations of the parties relating hereto shall be governed by and construed in accordance with the internal laws of the State of New York.