

## EXHIBITOR CONTRACT FORM

MRO Americas 2020

Kay Bailey Hutchison Convention Center • Dallas, TX

Exhibition Dates: April 28-30, 2020

Produced by Aviation Week ("Show Management"), a division of Informa Media, Inc. (including its subsidiaries and other affiliates directly or indirectly owned by Informa PLC, "Informa"). By completing and returning this contract, the company identified on this contract form ("you" or "exhibitor") is applying for exhibit space at MRO Americas 2020 (the "Show"). Upon written confirmation of acceptance by Show Management and assignment of exhibit space, this contract shall become effective and form a binding agreement between you and Show Management governing the non-assignable license granted to you to use exhibit space for the Show. The agreement formed incorporates (i) the terms and conditions set forth on this contract form and the **Additional Terms and Conditions (accessible at <http://mroamericas.aviationweek.com>) (collectively, "Terms and Conditions")**; (ii) the terms, conditions, rules, regulations and guidelines set forth in the Exhibitor Resource Center on the Show website (accessible at <http://mroamericas.aviationweek.com>; and (iii) all additional standards, policies and directives ("Policies") published or provided by Show Management relating to the Show (collectively, the "Agreement"). The foregoing shall control in the following order of priority to the extent there is any direct conflict between or among them: first, the Terms and Conditions, second, the Exhibitor Resource Center, and third, the Policies. Show Management reserves the right to reject any application for exhibit space for any reason.

### COMPANY INFORMATION

Company Name: \_\_\_\_\_ Exhibiting As: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_  
Marketing Contact (to receive all info): \_\_\_\_\_ Job Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
*I have read and agree to abide by the MRO Americas 2020 terms and conditions*

### ADDRESS TO INVOICE (IF DIFFERENT FROM ABOVE)

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_  
Billing Contact Name: \_\_\_\_\_ Job Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

### BOOTH COSTS

#### BASIC PACKAGE - White booths on floorplan PLEASE INCLUDE QUANTITY OF BOOTHS

10'x10' - Inline US \$3,725	10'x10' - Corner US \$3,945	10'x20' - Inline & Corner US \$7,670	10'x20' - 2 Corners US \$7,890	10'x20' - 2 Inlines US \$7,450
20'x20' US \$15,780	20'x30' US \$23,230	20'x40' US \$30,680	20'x50' US \$38,130	Additional US \$6 per square foot for 2 storey booths

**PREMIUM PACKAGE - Blue or orange booths on floorplan. Orange booths on floorplan require a minimum \$6,000 sponsorship commitment per 10x10 location. PLEASE INCLUDE QUANTITY OF BOOTHS. MRO Links is included in your Premium Package. Each exhibitor receives an online profile on the exhibitor roster and on aviationweek.com; and a 1/6 page advertisement in the Aviation Week & Space Technology MRO edition.**

10'x10' - Inline US \$5,720	10'x10' - Corner US \$5,940	10'x20' - Inline & Corner US \$9,665	10'x20' - 2 Corners US \$9,885	10'x20' - 2 Inlines US \$9,445
20'x20' US \$17,775	20'x30' US \$25,225	20'x40' US \$32,675	20'x50' US \$40,125	20'x60' US \$47,575

### BOOTH # PREFERENCE(S)

Show management will assign booths on a first come, first served basis.

#1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

☐ I have selected a sponsor booth and agree to be invoiced for an additional sponsorship to the value of \$6,000 per 10'x10' booth.

#### FOR INTERNAL USE ONLY

Booths(s) Assigned \_\_\_\_\_ Total Amount Due \_\_\_\_\_

### RETURN COMPLETED FORM BY FAX OR EMAIL TO:

**All Americas/Canada**  
**Beth Eddy/Mimi Smith**  
betheddy@aviationexhibits.com  
mimismith@aviationexhibits.com  
Tel: +1.561.279.4646  
Fax: +1.561.279.4699

**Europe/Russia/CSI/Africa/Middle East**  
**Mike Elmes/Darren Fearn**  
mike.elmes@aerospacemedia.co.uk  
darren.fearn@aerospacemedia.co.uk  
Tel: +44 (0)1206 321639

**Asia-Pacific — Clive Richardson/Alison Weller/Margaret Chong**  
clive@accessgroup.aero Tel: +44 7501 185257  
alison@accessgroup.aero Tel: +44 (0) 7501 185255  
margaret@accessgroup.aero Tel: +65 9736 1722

**Payment Terms:** 50% of the total fee to confirm/guarantee exhibit space is due with the signed contract or within 30 days of the signed contract. Balance is due on or prior to September 28, 2019. Any company with a balance due at time of show will not be permitted to exhibit. 100% of the total fee is required with all applications received after September 28, 2019. Show Management may, at its discretion, release the exhibit space if payments are not made in accordance with the payment schedule. Reassignment of exhibit space due to missed or late payment does not relieve exhibitor of its obligations under this Agreement.

**Cancellation Policy:** Once this contract form is signed by you and exhibit space is allocated to you by Show Management, you are contracted to exhibit space. An exhibitor that cancels or downsizes its exhibit space reservation must pay a cancellation fee, as specified herein. Cancellations must be made in writing and are subject to the following: **1)** Cancellations and booth downsizes received by September 28, 2019 will receive a refund less a processing fee of \$600 per 10x10 (9 sqm) booth. **2)** Cancellations and booth downsizes received after September 28, 2019 are subject to a cancellation fee equal to 100% of the booth price. **3)** If exhibitor downsizes its booth or has not set up its booth by the required time, Show Management reserves the right to reassign exhibitor's booth space.

**TERMS AND CONDITIONS - MRO AMERICA 2020** These Terms and Conditions supplement the terms and conditions set forth in the exhibit space contract executed by exhibitor. Terms used herein have the meanings ascribed to them in the exhibit space contract unless otherwise defined herein. **Additional Terms and Conditions are accessible at <http://mroamericas.aviationweek.com>.** The Exhibitor Resource Center containing detailed information will be available on the Show website in ample time for advance planning. The Exhibitor Resource Center will contain, among other things, information regarding shipment, labor, electrical service, rental items and exhibit hours. Service order forms for all available services should be returned by the required deadlines to avoid late charges.

**ELIGIBLE EXHIBITS.** Show Management reserves the right to determine whether any company or product is eligible for inclusion in the Show. This determination may be made at any time before or after the start of the Show. Exhibitor or its agent/agency must have no outstanding past due invoices with Show Management or Informa. Past due invoices billed to the exhibitor or its agent/agency must be paid before exhibitor will be allowed access to the Show.

**FLOOR PLAN.** The floor plan for the Show will be maintained as originally presented, wherever practicable. However, Show Management reserves the right, in its sole discretion, to modify the floor plan to the extent necessary for the best interests of the Show, the exhibitors, and the industry. All measurements shown on the floor plan are approximate, and Show Management reserves the right to make such modifications as may be deemed necessary, making equitable adjustment for any exhibitor thereby affected.

**EXHIBIT SPACE ASSIGNMENT.** Space assignment will be indicated on the confirmation of acceptance of the exhibit space contract by Show Management. Exhibitor must rent sufficient space to contain its exhibit completely within the confines of the booth lines. Equipment may not extend into the aisles, over the aisles, or across exhibitor's purchased booth line. Heights and depths specified by the IAEE Guidelines must be observed (see the Exhibitor Resource Center on the Show website). Floor plans for double decker/two story exhibits must be approved by Show Management, the official exhibit services contractor and the Show facility (fire marshal). Additional charges may be incurred. Show Management reserves the right to relocate exhibitor in comparable space for the best interest of the Show. Should exhibitor decide to cancel, the exhibit space reverts back to Show Management.

**BOOTH SHARING.** Exhibitor shall not assign, sublet, subcontract or share the whole or any part of the space allotted without obtaining the prior written consent of Show Management. Companies may be allowed to share booth space as long as there is at least one 9 sqm/10' x 10' booth per company (i.e., two companies cannot share one 9 sqm/10' x 10' booth, but may share an 18 sqm/10' x 20' booth or larger). The primary exhibiting company must notify Show Management in writing that it will be sharing booth space. Subject to Show Management's approval of the booth sharing and payment by the exhibiting companies of any additional fees (if applicable), each exhibiting company will receive a password to complete its program book listing.

**INSTALLATION AND DISMANTLING OF EXHIBITS.** Show Management reserves the right to resell the exhibit space if the exhibitor booth is not set up and/or is not occupied by the exhibitor on the dates and at the times specified in the Exhibitor Resource Center, and this exhibit space contract shall be deemed to have been canceled by exhibitor, and exhibitor shall remain liable for the total fee. Show Management reserves the right to have the official exhibit services contractor install the exhibit or remove unopened freight at the expense of the exhibitor. Exhibitor must provide carpet or other suitable flooring for its entire exhibit space during the Show dates. Under no circumstances may the weight of any exhibit material exceed the specified maximum floor load of the exhibit hall. Exhibitor accepts full and sole responsibility for any injury or damage to persons or property resulting from failure to distribute the placement of its exhibit material in accordance with the floor loading specifications. Dismantling may not begin until the close of the Show on the final day of the Show. Goods and materials used in any display shall not be removed from the exhibit hall until the Show has officially closed. Any exception to this rule must have the written approval of Show Management. Dismantling must be completed and all exhibit materials removed by the final move-out date and hour set forth in the Exhibitor Resource Center. Exhibitor is advised to remove small, portable items immediately upon conclusion of the Show.

**STAFFING AND DISPLAYS.** Exhibitor shall provide adequate staff for maintenance and operation of its exhibit during all Show hours. It is exhibitor's responsibility to create an attractive display area that is in good taste (as determined by Show Management) and enhances the overall appearance of the Show and is a credit to the industry. Show Management reserves the right to approve the character of the display and to prohibit any display which, because of noise or other objectionable features, detracts from the general character of the Show. Any part of an exhibit space which does not reflect the purpose of the Show or comply with specifications set forth in the Exhibitor Resource Center must be corrected at the exhibitor's expense. Show Management reserves the unilateral right to correct any unsightly exhibit, and exhibitor agrees to pay for expenses incurred in making the necessary alterations. If corrections cannot be made, the exhibit shall be removed at exhibitor's cost, with no liability accruing to Show Management.

**SOUND.** Disruption or noise level from any demonstration or sound system must be kept to a minimum and may not interfere with others. The use of devices for mechanical reproduction of sound or music is permitted (up to 85 decibels), but must be controlled and not be projected outside the confines of the exhibit booth. No noise makers or anything not in keeping with the character and high standards of the Show may be distributed or used by exhibitor in the exhibit area. Show Management reserves the right to determine at what point a disruption or sound level constitutes interference with other exhibits and must be discontinued.

**PHOTOS AND VIDEOS.** Exhibitor may take photos or videos of its displays; however, exhibitor is not permitted to directly take pictures of any other display or instruct others to take such pictures without written permission of Show Management and the exhibitor whose display is being photographed. Notwithstanding the foregoing, exhibitor authorizes Show Management and its Representatives (as defined in Section 16 below) to photograph and/or record all or any part of the Show (including, without limitation, exhibitor's exhibit space and personnel), and exhibitor hereby grants Show Management the worldwide, perpetual, royalty free right and license to reproduce, distribute, transmit, publicly perform and publicly display all such photographs and recordings (and any derivative works thereof) in any medium (now existing or hereafter developed).

**FOOD, BEVERAGES AND LIQUOR.** The Show facility requires that ALL food and beverages distributed by exhibitors, attendees or sponsors be purchased solely from the venue itself. There are no exceptions. The Show facility reserves the right to confiscate any items considered a violation of this policy without compensation and may eject the offender from the premises. Show Management will not be liable for any damages to anyone who violates this policy. Any person or business entity that furnishes liquor to a guest has a civil and legal duty to do so responsibly. Show Management recommends that exhibitor research the liquor laws in the jurisdiction where the Show will be held to evaluate its exposure and meet any requirements for liability insurance. If exhibitor intends on serving any liquor from its booth, PLEASE NOTE: Only the official caterer may serve any alcoholic beverages. Show Management also requests that to minimize any liability alcoholic beverages be served during a limited time period.

**SOCIAL FUNCTIONS/SPECIAL EVENTS.** Hospitality functions (including meetings, unless approved by Show Management) are not permitted during Show hours or Show sponsored events. Any social function or special event during the dates of the Show in the host city is reserved for exhibiting companies and must be approved by Show Management.

**COMPLIANCE WITH LAWS/STANDARDS.** Exhibitor shall comply with all federal, state, and local laws, rules, standards, regulations and ordinances ("Laws"), including but not limited to copyright laws and all Laws pertaining to business licenses, health, fire prevention and public safety, and all Show Management and Show facility rules

and regulations. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and any licenses, permits or approvals required under any Law and for paying all taxes (including all sales taxes), license fees, use fees, or other fees, charges, levies or penalties that may become due to any governmental authority in connection with its participation in the Show. All amounts due from exhibitor to Show Management shall be paid in full in U.S. dollars without reduction for withholding or other taxes, deductions or offsets of any kind. If applicable, (i) exhibitor shall pay the cost of conversion to U.S. dollars, and (ii) any required withholdings or taxes will be paid by exhibitor to the appropriate third party. Exhibitor must comply with union work rules if union labor will be made available. If Show Management becomes aware of exhibitor's failure to comply with any applicable Law, such failure to comply shall be cause for rejection or removal of exhibitor and its exhibit from the Show. All property of exhibitor is understood to remain in exhibitor's possession, custody and control in transit to, from, or within the confines of the exhibit hall, and is subject to the rules and regulations of the Show.

**LIABILITY FOR DAMAGE.** Exhibitor will be liable for any damage caused in any manner, including by fastening displays or fixtures to the building floors, walls, columns or ceilings or to the standard booth equipment and for any damage to equipment furnished by Show Management or designated service suppliers. Exhibitor may not apply paint, lacquer, adhesive or any other coating to building walls and floors or to standard booth equipment. Show Management and its equity owners and affiliates; Show facility management and its owners, affiliates, lessors and lessees; and official exhibit service contractors and security services (all of the foregoing in this sentence, collectively, "Show Providers") and each of their respective officers, directors, officials, employees, agents, contractors and representatives (collectively, "Representatives") will not be responsible for the safety or any loss, theft, destruction or damage to property of, or for any injury to, exhibitor or its Representatives for any reason, including without limitation, due to theft, strikes, fire, water, storm, vandalism or other causes (and exhibitor waives all claims against Show Providers and their Representatives, and releases all of them from all liabilities, with respect to same). Although Show Management will take reasonable precautions by assigning security personnel to provide perimeter security during the hours the exhibit area is closed, which provides a measure of security in protecting exhibits from loss, exhibitor is responsible for the security of its own exhibit materials and to insure its property against loss and theft.

**INDEMNIFICATION.** Exhibitor agrees to indemnify, defend, and hold harmless (and to the maximum extent permissible under applicable law, exhibitor hereby expressly releases and discharges) Informa, all other Show Providers, and each of their respective Representatives from and against any and all alleged and/or actual claims, actions, lawsuits, proceedings, damages, penalties, demands, losses, expenses, fees (including reasonable attorney fees), costs or liabilities of any kind or nature whatsoever (collectively, "Claims"), including but not limited to any Claim for property damage and/or personal injury, in connection with, caused by or arising out of the attendance at and/or participation in the Show by (a) exhibitor, (b) its Representatives (or any other party acting on exhibitor's behalf), or (c) any of exhibitor's servants, invitees, patrons or guests (all of the foregoing in clauses (b) and (c), collectively, "Related Parties"), whether as a result of (i) exhibitor's or any Related Party's act, omission, negligence or willful misconduct, (ii) exhibitor's or any Related Party's violation of any policy of, or breach or alleged breach of any agreement with, Informa or any other Show Provider, (iii) exhibitor's or any Related Party's violation of any applicable Laws, (iv) exhibitor's or any Related Party's infringement of any third party rights, including without limitation, the infringement of any patented, trademarked, franchised or copyrighted music, materials, devices or dramatic rights used or incorporated in the Show by exhibitor or any Related Party, or (v) otherwise, and in each case, whether or not foreseeable. This provision shall survive any termination or expiration of the Agreement.

**INSURANCE.** Exhibitor is required to carry property and liability insurance in amounts sufficient to cover any losses or liabilities exhibitor may incur in connection with the Show, including without limitation, due to damage or loss to exhibitor's property or injury to the person and/or property of others. Notwithstanding the foregoing and except as otherwise provided in the Exhibitor Resource Center, at all times that exhibitor has access to the Show grounds, exhibitor shall maintain at a minimum the following insurance from an insurance company rated B+ or above by A.M. Best Company: General commercial liability insurance, including contractual liability and advertising injury coverage, with a minimum liability limit of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate. Exhibitor's policy should add Informa Media, Inc. and Informa Business Media, Inc. and their respective affiliates, the applicable Show facility, and/or any other official exhibitor service contractor as additional insureds. By executing the Agreement, exhibitor represents and warrants that it has all such insurance in effect and that it shall maintain all such insurance at least through exhibitor's occupancy of the exhibit space and the Show facility. If requested by Show Management, exhibitor shall provide a certificate of insurance evidencing the required coverage.

**REJECTED EXHIBITS.** Exhibitor acknowledges and agrees that its exhibit shall be admitted and shall be permitted to remain in the Show only upon continued strict compliance by exhibitor with all terms, conditions, standards, policies and other provisions of the Agreement. Notwithstanding such compliance, Show Management reserves the right to reject or remove exhibitor's exhibit, in whole or in part, from the Show for any reason whatsoever. If exhibitor's exhibit is rejected or removed without cause given, Show Management shall return to exhibitor the unearned portion of the rental fee. Any violation by exhibitor of the Agreement, including without limitation, any violation of the rules and regulations of the Show or facility, shall subject exhibitor to termination of the Agreement and the forfeiture of exhibit space and any monies paid on account thereof, and Show Management shall be entitled to exercise any other rights or remedies under applicable law. Upon written notice of termination, Show Management shall have the right to take possession of exhibitor's space, remove all persons and properties of or related to exhibitor, and hold exhibitor accountable for all risks and expenses incurred in such removal. No portion of the rental fee shall be returned if rejection or removal occurs upon violation of the Agreement.

**FORCE MAJEURE.** Show Management shall not be liable for delay or failure of performance or fulfillment of this Agreement (including delivery of exhibit space) caused by an act of God; action by any governmental or quasi-governmental entity; fire, flood or other disaster; public enemy; insurrection; riot; explosion; embargo; terrorist attacks; strikes whether legal or illegal; labor or material shortage; work slowdown; transportation interruption of any kind; authority of law; the building being destroyed or substantially damaged; or any other cause beyond the control of Show Management ("Force Majeure Event").

**AMENDMENTS TO STANDARDS, RULES AND POLICIES.** Show Management reserves the right to modify all standards, rules and policies, and to adopt additional standards, rules and policies in its sole discretion. Any such modifications and additions shall be made available promptly to exhibitor and shall be effective immediately upon adoption, and exhibitor agrees to comply with all such modifications and additions.

**JURISDICTION AND GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws provisions. The State and Federal Courts located in New York, New York shall have exclusive jurisdiction over all suits and proceedings arising out of or in conjunction with this Agreement. Both parties hereby submit to the jurisdiction of said courts for the purpose of any such suits or proceedings.