

EXHIBITOR/SPONSOR TERMS & CONDITIONS

Exhibitor and Sponsor Terms and Conditions of Attendance and Participation

These are the terms (the "Agreement") that govern your attendance at or participation in Townie Meeting (the "Event"). By registering for the Event you are agreeing to these terms, which form a legally binding contract between Townie Meeting, LLC ("TMLLC") and the registered exhibitor, sponsor, or participant ("Exhibitor/Sponsor", "Exhibitor", "Sponsor" or "you"). If you are registering on behalf of another party, it is your responsibility to ensure that such party is aware of these terms and accepts them; by completing the registration you are warranting that you have made the party aware of these terms and that they have accepted these terms.

1. Acceptability of Exhibitors

1.1 TMLLC retains the sole right to establish all terms and conditions associated with accepting an application to exhibit and assigning all or a portion of requested space.

Exhibition is restricted to companies that are in good standing with *Dentaltown.com*, *Dentaltown Magazine* and Townie Meeting. TMLLC reserves the right to deny admission to any individual, company, or organization. Townie Meeting is under no obligation to extend application privileges to any company regardless of whether said company has exhibited or advertised in the past. Products and services exhibited must be related to the dental industry. Products that fall under FDA Guidelines must have FDA certification to exhibit. An exhibit may not display any product or distribute advertisements for any product that infringes on the registered trademark, copyright or patent of another company.

1.2 Subleasing. Sublease in this use includes renting, sharing, donating or in any way allowing another company or person to display or advertise in an exhibitor's space. Each exhibitor must execute a contract for the right to use the space allotted. Sharing of space with another business, firm or individual is must be approved by TMLLC. An exhibitor may not permit any representative of any firm not contracted with TMLLC to solicit business or take orders in the exhibitor's space.

2. Payment Terms

2.1 Payments for all Exhibitors are due at time of registration and must be made with a credit card. If such payments are not received, your registration is subject to automatic cancellation.

3. Booth Location

3.1 Booth Assignments. Booth space shall be first allocated by sponsorship seniority; after that, booths will be assigned on a first-come, first-assigned basis. Receipt of application does not guarantee acceptance or booth assignment. Booth arrangements shall be based on date of payment, space requested, availability of requested booth, and compatibility of exhibitors. Final allocation of exhibit space shall be solely at the discretion of TMLLC. There is no guarantee that requested spaces shall be assigned. No exhibitor will be allowed in the exhibitor hall if there is an outstanding balance on the account. TMLLC reserves the right to change or modify the floorplan at its sole discretion.

3.2 Space Relocation. Any or all space designated for the exhibitor is subject to reassignment by the organizers for any reason the organizers see fit in the interest of the meeting. TMLLC may also reassign or assign the space to an exhibitor based upon the need of an exhibitor for water, drain, gas, electricity, steam, or other services and the availability, capacity and locations of these services. The decision to reassign or assign space will be final. All attempts will be made to give an equivalent space in terms of size and visibility but this cannot be guaranteed. The amount of paid will only be appropriately adjusted if the square footage of the space is reduced.

4. Exhibitor/Sponsor Cancellation Policy

All cancellations and requests for refunds MUST be submitted in writing by the deadlines listed within this policy. Refund requests postmarked prior to Jan. 1, 2018 will receive a full refund, less a \$1000.00 nonrefundable deposit. Refund requests postmarked after Jan. 1 but prior to Feb. 15, 2018, will receive a 50% refund, less a \$1000.00 nonrefundable deposit. No refund will be provided after Feb. 15, 2018. Upon receipt of cancellation, TMLLC may assign the cancelled to any person or use such space for any purpose, all without notice and without further liability to the Exhibitor. Exhibitors whose booth space is cancelled are not permitted to register personnel for the meeting.

5. Booth Construction and Exhibit Hall Regulations

5.1 Booth Construction. Nothing shall be constructed, built, installed or used as part of or in connection with an exhibit that does not conform to the requirements of federal, state and municipal laws, ordinances and regulations. Rules of convention center management must be observed and obeyed. Booths must be assembled and displayed in a professional manner. Any variance from the following size restrictions must be requested in writing to show management no later than 45 days prior to move-in and must receive written confirmation from show management. Failure to abide by these conditions, as determined in TMLLC's sole discretion, may result in the closing of an exhibit or the restriction or eviction of persons involved.

Each booth space (either 10'x10', 10'x20' or larger) will be set with:

8'-high black-colored back drape

3'-high black-colored side drape

7"x 44" one-line exhibitor ID sign

The booth back-wall height may not exceed 8 feet, including signs, electrical lighting holders or other display items. Rear side walls must be 8 feet or lower and may extend no farther than 5 feet from the back wall. Booth dividers may not exceed 3 feet in height. No construction is allowed on the sides of any booth that would obstruct the line of sight of adjacent booths. Open or unfinished visible sides of exhibits must be covered so as not to be unsightly or objectionable to other exhibitors.

5.2 Carpet. The exhibit hall in the hotel is carpeted. The color of the carpet is standard and cannot be changed. Exhibitor can have additional custom carpeting installed on top of existing carpet at its own expense.

5.3 Signs and Marketing Materials. Signs must be made professionally. No sign may be placed outside the booth area in doorways, hallways or aisles. Two-sided signs that extend above 8 feet are prohibited, unless island booth space has been purchased and written approval has been received. Any portion of the booth display that shares a common border with another exhibitor must not contain marketing collateral of any kind that would detract from the adjoining exhibitor. Nails, tacks, tape, stickers and other materials must not be used on columns, walls, floors or other parts of the building. Exhibitors may not apply paint, lacquer or any other coating to the building, columns or floors. Placement of signage or distribution of advertisements and/or promotional material of any kind may be made only within the booth assigned to the exhibitor presenting such material.

5.4 Sound Levels. Exhibition space sound level must not exceed customary decibels so as not to disturb other exhibitors.

5.5 Aisle Traffic Flow. Obstruction of aisles so as to prevent and or impede traffic flow is prohibited. Any activity that results in a traffic flow impediment or creates a hazardous condition will not be tolerated. Failure to comply with this requirement may result in removal from the Facility.

5.6 Abandonment of Space. Any space not claimed and occupied two hours prior to the show opening may be resold or reassigned without refund. If you do not advise TMLLC management of any delays, the exhibition space will be regarded as abandoned and may be reassigned, in TMLLC's sole discretion. All booths must be staffed by an authorized company representative during all show hours. Each exhibit must be open for the full duration of official show hours and must be closed at all other times. Invitations to participate in future Townie Meetings may be withheld if booth space is abandoned.

6. Exhibitor/Sponsor Requirements; Prohibited Conduct

6.1 Unethical or Noncompliant Marketing. TMLLC reserves the right to deny admission to anyone who, in TMLLC's sole discretion, engages in or is reputed to engage in unethical or noncompliant marketing practices.

6.2 Inappropriate Dress and Conduct. Exhibitor/Sponsor staff members who demonstrate partial nudity, indecency, or conduct inappropriate for a mixed audience will not be allowed.

6.3 Offensive Material. Exhibitor/Sponsor may NOT display marketing collateral containing illegal subject matter, racially or ethnically discourteous content, or depict nudity or sexual conduct of any kind. No material or merchandise containing illegal subject matter, racially or ethnically discourteous content or depicting nudity or sexual conduct of any kind, may be sold, given, or distributed in any way. Offensive materials are determined at the sole discretion of TMLLC.

Noncompliance may result in removal of offensive material or expulsion from the conference with no refund of fees. If you are unsure whether your materials violate this provision, please contact us at info@towniemeeting.com **BEFORE** the event.

6.4 No Suitcasing Policy. "Suitcasing" refers to the practice of attending a trade show but "working the aisles" from a suitcase or briefcase, soliciting business from other attendees and exhibitors. For the good of the show and the Exhibitors/Sponsors supporting the show, the only legitimate place to conduct business during show hours is within a contracted exhibit space on the show floor. Exhibitors/Sponsors are encouraged to protect their investment and report any violations to TMLLC management. Attendees observed soliciting business in the aisles or other public spaces or in another company's booth, will be ejected from the Event and may be banned from future events, in TMLLC's sole discretion.

6.5 Celebrity Attractions; High-Traffic Events. If Exhibitor/Sponsor plans to host a celebrity exhibit or other high-traffic attraction (hereinafter, an "Attraction") at the Event, Exhibitor/Sponsor must: (a) provide advance notice to TMLLC in writing; and (b) purchase sufficient space and take reasonable crowd-control measures to ensure that the Attraction does not interfere with attendees' access to other exhibits and booths or attendees' enjoyment of the Event. TMLLC has sole discretion in determining whether, and under what terms, an Attraction may be held at the Event. Furthermore, if TMLLC determines in its sole discretion that an Attraction is disrupting the Event, TMLLC may take immediate corrective measures, up to and including termination of the Attraction. Exhibitor/Sponsor waives all liability of TMLLC for taking such corrective measures.

6.6 Outside Food and Beverage Policy. The hotel/venue requires that ALL food and beverage distributed by attendees, exhibitors or sponsors to be purchased from the hotel/venue directly. There are no exceptions. If you would like to purchase food or beverage please email info@towniemeeting.com for more information. The hotel/venue reserves the right to confiscate any items considered a violation of this policy without compensation and may eject the offender from the premises. TMLLC will not be liable for any damages to anyone who violates any hotel policy. All food and beverage, including service equipment, must be contained within your contracted exhibit space. No additional space will be allocated to accommodate the service of food and beverage.

6.7 Insurance. The Exhibitor/Sponsor understands and agrees that neither Townie Meeting nor the entity physically hosting the Event (the "Facility") maintains insurance covering the Exhibitor's/Sponsor's liability or property. The Exhibitor/Sponsor is required to carry worker's compensation, commercial general liability including products and completed operations, independent contractors, personal injury and blanket contractual liability insurance at limits of at least \$1,000,000 per, \$1,000,000 aggregate. These coverages must be evidenced by a Certificate of Insurance, with a 30-day notice of cancellation provision, listing Townie Meeting LLC, Freeman and Hilton Bonnet Creek as additional insured. Such Certificate of Insurance must be provided to TMLLC no less than 30 days before the proposed exhibit date.

6.8 Exhibitor Registration. Each exhibitor is allowed up to three (3) complimentary badges per 10'x10' rented exhibit space. Additional exhibitor badges can be purchased for \$599. Badges must be worn at all times in Event areas. False certification of individuals as exhibitor representatives, misuse of exhibitor badges, or any other method or device used to assist unauthorized persons in gaining admission to the Event is prohibited.

6.9 Failure of Exhibitor/Sponsor to follow these requirements may result in eviction of Exhibitor/Sponsor without refund, in TMLLC's sole discretion. Additionally, TMLLC may prohibit the attendee and Exhibitor/Sponsor from attending future Townie Meeting Events. If an Exhibitor/Sponsor is evicted from the Event due to violating any part of these Terms and Conditions, Exhibitor/Sponsor must immediately dismantle all exhibit materials and leave the Event area.

7. Limitation of Liability; Disclaimer of Damages

7.1 TMLLC and the Facility assume no liability for any loss, damage, or injury to any property of the Exhibitor or to any of its officers, agents, employees, or contractors, whether attributable to accident, fire, water, theft, or any other cause whatsoever.

7.2 Townie Meeting gives no warranties in respect of any aspect of the Event or any materials related thereto or offered at the Event and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability.

7.3 Except as required by law, neither TMLLC nor its affiliates shall be liable for any direct, indirect, special, incidental, or consequential costs, damages, or losses arising directly or indirectly from the Event or any other aspect related thereto or in connection with this Agreement.

7.4 The maximum aggregate liability of TMLLC for any claim in any way connected with, or arising from, the Event or this Agreement, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the amount paid by you to TMLLC under this Agreement to be an Exhibitor/Sponsor for the Event.

8. Indemnification

8.1 Exhibitor/Sponsor agrees to indemnify, defend and hold harmless Facility and TMLLC, its affiliates, and their respective employees, directors, and agents, from any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") due to, arising from, or in connection with any third-party claim, suit, judgment or proceeding (a "Claim") alleging (i) any breach by Exhibitor/Sponsor of this Agreement; (ii) any wrongful conduct committed by Exhibitor/Sponsor pursuant to or in performance of this Agreement; or (iii) that any Exhibitor/Sponsor content or practice violates the intellectual property or proprietary rights of a third party, are defamatory or obscene, or violate any law or other judicial or administrative regulation.

8.2 Exhibitor/Sponsor will not enter into any settlement that adversely affects the TMLLC's rights or interests without the prior written consent of TMLLC.

8.3 For clarity, Exhibitor/Sponsor is liable for any damage caused to Facility floors, walls, or columns, or to standard booth equipment, or to other exhibitors' property. Exhibitor/Sponsor assumes the entire responsibility and liability for losses, damages, and claims arising out of injury or damages to displays, equipment, and other property brought into the Facility, and shall indemnify, defend, and hold harmless the Facility, its owners, affiliated companies, agents, servants and employees under this Section 8 of this Agreement.

9. Disclaimer

Townie Meeting, Dentaltown.com or Dentaltown Magazine do not promote the purchase or license of any product or technique discussed at the seminars nor do any of the above entities guarantee products or techniques discussed will receive a positive response from the attendees. It is the responsibility of the individual companies to ensure proper marketing for their products. Participants are responsible for determining whether products or techniques discussed at the Townie Meeting can be legally sold or licensed by the persons or companies presenting the product or technique. Furthermore, Townie Meeting does not endorse any particular product or technique and makes no claims or representations as to their clinical effectiveness. The opinions expressed are exclusively those of the various speakers, clinicians and other commercial entities and not those of Townie Meeting.

10. Miscellaneous

TMLLC's failure to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. TMLLC shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond TMLLC's reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by you except with TMLLC's prior written consent. This Agreement shall be governed by the laws of the State of Arizona and the parties shall submit to the exclusive jurisdiction of the Arizona courts. A party that substantially prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorneys' fees and costs. The parties further agree that, to the extent permitted by law, valid service of process in any such action or proceeding may be achieved as follows: a) delivered by hand; or b) when received by the addressee if sent by Express Mail, Federal Express or other express delivery service. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you acknowledge that you do not have any authority of any kind to bind TMLLC in any respect whatsoever.