

EXHIBITOR TERMS & CONDITIONS FOR UNITE 2017

MANAGEMENT

UNITE 2017, CBA's Christian Retail Convention is produced and managed by CBA. CBA convention management will establish all policies, terms, and conditions. All matters and questions not covered by these Terms and Conditions are subject to decision by CBA management. Given the annual change in the location of UNITE, it may be necessary for CBA to supplement these Terms and Conditions with provisions tailored to each venue.

Exhibitor shall abide by these Terms and Conditions and any additions, amendments, and supplements made by CBA convention management after CBA's acceptance of Exhibitor's Contract for Exhibit Space. CBA shall have the right to terminate without notice Exhibitor's right to exhibit or deny Exhibitor's contract for exhibit space at any subsequent CBA convention, if Exhibitor or any of its officers, directors, employees, agents, or representatives either fails to abide by these Terms and Conditions or, in the opinion of CBA, behaves in an unlawful or unethical manner. In such instances, dismissal shall be without refund. CBA convention management may make exceptions to these Terms and Conditions when doing so will be in the best interests of CBA, the Convention, and the exhibitors, in CBA convention management's sole opinion.

ELIGIBILITY FOR PARTICIPATION

1. The purpose of UNITE 2017 is to offer a forum for exposure of buyers to products, equipment, services, and information that may be of use to them in their businesses. Exhibit space is available only to those entities offering products for resale in stores and those entities offering equipment or services that support the operations of stores and the Christian products industry.
2. CBA convention management shall have the sole right to determine the eligibility of applicants for exhibit space. CBA convention management shall have the right to evaluate the Exhibitor and its products and/or services for the purpose of determining, as a condition of assigning exhibit space, the relevance of its products or services to the Christian products industry. (CBA convention management reserves the right to define the scope of the Christian products industry and the relevance of specific products and services to the industry.)

DATES AND HOURS

UNITE 2017 will be held at the Duke Energy Center, Cincinnati, OH. Exhibit dates and hours will be:

Wednesday, June 28, 2017- 8:00a.m. -7:00p.m.

Thursday, June 29, 2017- 8:00a.m. -6:00p.m.

Friday, June 30, 2017- 8:00a.m. -12:00p.m.

(Exhibit hours are subject to change without notice by CBA convention management.)

- Exhibitor may conduct business in their exhibit space from 6:30p.m. to 7:00p.m. ("Soft Close") on Wednesday June 28, 2017 and 5:30p.m.-6:00p.m. on Thursday, June 29th, 2017.
- Exhibitors who do not have business appointments in their booth may elect not to remain in their exhibit spaces during the Soft Close hours.
- All professional attendees shall exit the exhibit floor at 7:00p.m. on Wednesday, 6:00p.m. on Thursday and 12:00p.m. (noon) on Friday.

INSTALLATION SCHEDULE

- Monday, June 26, 2017: 12:00p.m. to 6:00p.m.
- Tuesday, June 27, 2017: 8:00a.m. to 6:00p.m.

NOTE: On June 27, 2016, all crates must be tagged with empty stickers and ready for pick-up by 2:00p.m.

DISMANTLING SCHEDULE

- Friday, June 30, 2017: 12:01p.m. to 10:00p.m.

EXHIBITOR CONTRACT FOR EXHIBIT SPACE

- Exhibitors at UNITE 2017 shall use the appropriate Contract for Exhibit Space form.
- Contracts for Exhibit Space received by CBA prior to June 1, 2017, must be submitted with the required deposit and payment. The full Space Rental Fee must accompany contracts received by CBA on/after June 1, 2017.
- Contracts received without the required deposit or fee (as the case may be) will not be considered.
- The following types of space are available: Display, Marketsquare, and Table-top booth types.

PAYMENT OF SPACE RENTAL FEE

The balance of the Space Rental Fee specified above, shall be paid to CBA according to the following schedule:

- DEPOSIT – 30% per booth space – Required for contract to be accepted through February 28, 2017.
- March 1, 2017 – Second Payment– 35% per booth space PLUS the 30% Initial Deposit (65% of total contract amount required for contract to be accepted)
- June 1, 2017 – Third Payment– remaining 35% due (100% of total contract amount required for contract to be accepted)

If Exhibitor's Space Rental Fee has not been paid in full on or before June 1, 2017, CBA may:

- Assess a late fee of fifty dollars (\$50.00) per booth space
- Treat Exhibitor's failure to pay as notice of Exhibitor's intent not to use its assigned space and require a reinstatement fee of fifty dollars (\$50.00) per booth space (if such booth space has not been assigned to another exhibitor)
- Hold Exhibitor's badges at the Convention registration desk if any amount of the Space Rental Fee (including any assessment or fee provided in this section) remains unpaid at the move-in date of UNITE 2017.
- Require that any subsequent Contract for Exhibit Space submitted by Exhibitor be accompanied by payment of the full Space Rental Fee.
- Contracts received on/after June 1, 2017, must be accompanied by the full Space Rental Fee.

ACCEPTANCE OF CONTRACT AND ASSIGNMENT OF SPACE

- All exhibitors must be a member of CBA to exhibit.
- Until applicant's Contract for Exhibit Space has been assigned, no rights to exhibit are granted.
- Subject to exceptions for extenuating circumstances, which exceptions may be made by CBA convention management in its sole and absolute discretion, exhibit space assignments shall be made consistent with these Terms and Conditions.
- When executed by Exhibitor and accepted and executed by CBA, Exhibitor's Contract for Exhibit Space and these Terms and Conditions, which are incorporated therein by reference, shall constitute a complete contract, which may be enforced by Exhibitor and/or CBA.
- Booth placement will be done in the order of contract receive date & time. *(CBA reserves the right to make adjustments to booth placement procedure or order on an as-needed basis).*

FIRST-TIME EXHIBITOR CONTRACT FOR EXHIBIT SPACE

- First-Time Exhibitor Contracts shall be considered in the order in which they are received, via the online booth application submission portal.
- Properly completed contracts must be submitted with the required deposit (and properly completed CBA Supplier Member Contract). All exhibitors must be a member of CBA to exhibit. Convention Management will not assign space until booth space deposit has been received.
- If booth space is not assigned by CBA, Exhibitor shall be entitled to a full refund of its deposit.
- Contracts received without the required deposit or fee (as the case may be) will not be considered.

SPECIAL CONFIGURATIONS AND REQUESTS

- Peninsulas must be a minimum of 2-booths. Peninsula booths are configured in even numbers only.
- Requests for adjacent placement by two or more Exhibitors shall be considered only when made in writing. All booth space applications must be submitted at the same time and we will do everything we can to accommodate the request.

STANDARD 10x10 BOOTH AMENITIES

Included in the cost of a standard exhibit space rental are:

- Back draping
- Side draping
- Carpet
- Exhibitor identification sign showing the Exhibitor's name and booth number
- Complimentary exhibit floor badges as referenced in the Registration section of these Terms and Conditions
- Security service for the exhibit floor as referenced in the miscellaneous section of these Terms and Conditions.

BOOTH CONSTRUCTION SPECIFICATIONS FOR STANDARD 10x10 BOOTHS

- Booth back walls are 8 feet high; side dividers 3 feet high.
- On all single and double booths, backgrounds and/or product displays 8 feet high may extend out from the booth back line one-half of the depth of the booth. From that point to the aisle, backgrounds and/or displays cannot rise above 4 feet high. Any linear exhibitor who shares a wall with a peninsula is exempt from this rule on the 8' draped side. You may build your booth with product displayed to 8' tall to match the height of the draped side.
- In triple booths or larger, the rules above will apply to the two end sections of each exhibitor's total spaces, but on all inside booth spaces, the height may extend to the maximum of 8 feet, even to the aisle side. The 4-foot height limitation is applied only to that portion of exhibit space, which is within ten feet of an adjoining booth.
- Exhibitors building to the specifications above must finish the side portions of the exhibit so they will not be objectionable to adjacent exhibitors, and CBA reserves the right to have such finishing done at Exhibitor's expense, billing Exhibitor for charges incurred.
- No special signs, booth construction, apparatus, or lighting fixtures are permitted in excess of 8 feet in height with the exception of peninsulas 10 feet by 20 feet or greater.
- Peninsulas 10 feet by 20 feet or greater may be structures higher than 16 feet, upon written approval by CBA. Support structures must not hamper visibility.
- Exhibitor shall not interfere with the light or space of other exhibits.
- CBA reserves the right to make such modifications as may be necessary to adjust the floor plan to meet the needs of exhibitors and the exhibit as a whole.
- All tables shall either be finished or draped.
- Exhibitor may re-arrange any furniture in the exhibit, provided that Exhibitor shall not infringe upon any aisle and shall not disturb the pipe and drape or walls that define the borders of the exhibit.
- Exhibitor shall not bridge, canopy, or carpet aisles, without prior written permission from convention management.
- Banners, signs, or structures may be suspended from the ceiling in peninsula's 20'x20' or larger with a formal Booth Variation Request and with the sole written permission of convention management.
- CBA shall provide for Exhibitor an exhibitor-identification sign.
- Audio, video, and computer equipment must be placed so that congestion does not occur in the aisles and that it falls within stated height guidelines.

SPECIAL CIRCUMSTANCES

- If two or more exhibitors merge or one exhibitor acquires another exhibitor, the surviving entity shall be entitled to the total exhibit space previously held by such exhibitors, but shall be considered one exhibitor for any future booth-space expansion possibilities.
- If two or more exhibitors join together but retain separate identities, they shall be treated as separate exhibitors. If, later, two or more of these exhibitors choose to become a single exhibitor, they shall thereafter retain the status of a single exhibitor and be subject to guidelines above.

APPLICATION, REDUCTION OF SPACE, AND CANCELLATIONS

- Application cancellations (as stated under the terms of CBA's Contract for Exhibit Space) are subject to 5% withholding of the payment before booths are placed; however, booth space cancellation or reduction of space will be subject to refunds according to the Exhibit Space Refund Schedule.
- Exhibitor may, after acceptance by CBA of its Contract for Exhibit Space, elect to occupy fewer than the number of booth spaces assigned by CBA or choose not to exhibit. Such election must be made and submitted to CBA in writing. In the event of such election, Exhibitor shall be entitled to a refund of the fee paid for such unused space, according to the following Refund Schedule.

If notification of Exhibitor's reduction or cancellation is received by CBA:

- On or before February 28, 2017- CBA shall be entitled to retain or collect: 50% per unused booth.
- On or after March 01, 2017- CBA shall be entitled to retain or collect: 100% per unused booth. Exhibitors Space Rental Fee shall be reduced by: 0% per unused booth.

In the event of such reduction or cancellation, CBA show management shall have the right to use said space to suit its own convenience, including selling the space to another exhibitor, without any rebate or allowance to Exhibitor, except as provided in this section.

SET-UP AND DISMANTLING

- Please refer to set-up hours on page one, under "Set-Up" hours for times for UNITE 2017.
- CBA convention management may require that booths located adjacent to or in proximity of freight doors be set later than normal.
- The Official Service Contractor (FREEMAN SERVICES) will furnish crate-handling service. Exhibitor shall properly tag their crates with Exhibitor's name and booth number. The Official Service Contractor will supply tags for empty crates.
- All additional services required by Exhibitor (e.g., furniture, carpeting, labor, etc.) and not provided by Exhibitor-Appointed Contractor must be ordered directly from the Official Service Contractor. Electrical and phone service is ordered from the convention center directly. Each Exhibitor is responsible for accessing the exhibitor service kit online at: www.cbaunite2017.com, which contains the appropriate order forms. These additional services are not part of this agreement and must be ordered separately.
- Utility cords, if applicable, belong to the hall and may not be used by the exhibitor for any purpose except connecting equipment to the utilities.
- Regular full-time employees of exhibiting companies may work on erecting and dismantling their own exhibits except where prohibited by law. However, if additional personnel are required, union personnel must be utilized. Exhibitors using other than the official decorator and drayage contractor for the installation and dismantling of display material only (excluding equipment) must hire union personnel or secure labor through the official contractor.
- Dismantling of exhibits shall not begin until after the official closing of the exhibit floor at 12:01 p.m., Friday, the week of Convention. All exhibit material must be completely removed by 10:00 p.m. Friday, the week of Convention. Violation of this provision may result in loss of Exhibitor's exhibiting privilege in subsequent CBA Events.
- Exhibitors shall be liable for all storage and handling charges resulting from their failure to remove exhibit material, crates, etc., by the stated deadline and shall pay all expenses occasioned by such failure.
- Children under the age of eighteen (18) are not permitted on the exhibit floor during set-up and/or dismantling.

USE OF EXHIBIT SPACE AND ADJACENT PUBLIC SPACE

- **Exhibitors are required to keep at least one attendant in their booth during all show hours.**
- Exhibitor acknowledges that UNITE 2017 is designed to be an orderly and controlled event, and its purpose is to present a serious, businesslike atmosphere for promotion of exhibitors' products.
- CBA convention management may prohibit installation or request removal of any exhibit or promotion wholly or in part, that in its opinion is not in keeping with the character or purpose of CBA and UNITE 2017.
- Any device or activity deemed objectionable by CBA convention management is prohibited. No live animals may be included in any exhibit without prior written approval from CBA convention management.
- Exhibitor-sponsored staff or characters in costume shall not speak or hand out promotional materials of any kind while outside the confines of the sponsoring exhibitor's exhibit, unless agreed upon in-advance of the show via a marketing sponsorship.
- CBA convention management shall have the right to restrict, alter, or close any exhibit which, because of noise, odors, method of operation, or any other reason, becomes objectionable or otherwise detracts from or is out of keeping with, the character of UNITE 2017 as a whole. Such restrictions may be applied to persons, things, conduct, or printed materials. No refund shall be due under such circumstances. CBA also shall have the right to exclude any non-conforming party from exhibiting at any future CBA conventions. These actions shall not constitute exclusive remedies, and CBA may avail itself of any remedy available in law or equity in addition to these actions.
- Exhibitor shall not play loud music in its exhibit nor permit any sort of distraction to other exhibitors. Objectionable noise resulting from the use of audiovisual technology shall be immediately stopped by Exhibitor at the request of CBA convention management. Sound and loudspeaker systems must be operated in a reasonable way and in such a manner as not to interfere with other exhibitors. Exhibitor's use of music or audiovisual devices with sound is permitted only in those locations as not to interfere with the activities of other exhibitors and below **85 decibels**. CBA convention management reserves the right to control any sound devices that do not conform to this regulation.
- Exhibitor shall not sublet or share its exhibit space with any entity other than wholly owned subsidiaries, and it may be necessary for Exhibitor to furnish proof that any such company is a wholly owned subsidiary, without prior permission from CBA convention management.
- Exhibitor must show only products relevant to and appropriate for the industry served by CBA.
- If Exhibitor elects to show product in its exhibit, Exhibitor must show only its own products or products that are actually stocked, shipped, and invoiced, or represented, in the regular course of business.
- Each exhibitor shall be responsible for keeping the aisles near the exhibit free of congestion due to demonstrations or other promotions.
- All demonstrations, promotional activities, and/or distribution of materials by or for Exhibitor must be confined within the limits of Exhibitor's exhibit.
- Exhibitors are encouraged to have "personality appearances" within their booth as the location for giving away autographed products. Prizes and products may be given away in exhibits.

- If an unusually large crowd is expected in Exhibitor's exhibit because of an author's or artist's presence on the UNITE 2017 convention floor, Exhibitor shall notify CBA convention management before such author or artist enters the exhibit hall so appropriate action can be taken to maintain reasonable access to surrounding exhibits.
- CBA convention management shall have the right to restrict the use of glaring or irregular lighting effects.
- Exhibitor shall maintain the exhibit in neat and clean condition.
- Exhibitor shall not allow any article to be brought into, nor permit any act to be done in the exposition hall, that will increase the premiums or void policies of insurance held by CBA, the official convention decorator, its agents, etc. Exhibitor shall be liable for any damage caused directly or indirectly by Exhibitor to any part of the convention center, including but not limited to floors, walls, and columns.
- CBA provides display space for exhibitors to show their products, explain their services, and take orders for delivery after the convention. **Retail sales are prohibited on the exhibit floor.**
- Exhibitor shall take no action, directly or indirectly, that might endanger CBA's exemption from state or federal taxes.

REGISTRATION OF EXHIBITORS

- All exhibit personnel must register with CBA as UNITE 2017 attendees.
- Exhibitor shall receive complimentary registrations, based upon Exhibitor's standard 10x10' booth class, as follows:
 - 3 badges per booth (max 12 badges per company). Additional badges will be presented to those that purchase Showcase suites. (Quantity awarded will be based on room size)
- CBA may require an authorized signature on Exhibitor registration and meal charges.
- The sales manager, or other authorized representative, must purchase badges for their guest authors and artists.
- Install and Dismantle credentials are required for booth set-up personnel used by Exhibitors to erect and dismantle their booth. Exhibitor badges are required for all personnel working in Exhibitor's booth.
- Representatives of exhibiting companies shall be permitted to enter the exhibit floor during the following hours:
 - Monday, June 26, 2017: 9:00a.m. to 9:00p.m.
 - Tuesday, June 27, 2017: 8:00a.m. to 5:00p.m.
 - Wednesday, June 28, 2017: 7:00a.m. to 7:30p.m.
 - Thursday, June 29, 2017: 7:00a.m. to 6:30p.m.
 - Friday, June 30, 2017: 7:00a.m. to 10:00p.m.
- Access to the exhibit floor, other than during such hours may be allowed in the discretion of CBA convention management.
- Within 21 days of the close of the convention, CBA shall send to each official exhibiting company a list of registered convention attendees.

SERVICE CONTRACTOR AND FREIGHT HANDLING

- Arrangement and payment for transporting goods to and from the show, as well as for receiving, decorating, and removing exhibits, are the Exhibitor's responsibility.
- The Freeman Decorating Company is the Official Service Contractor. Exhibitor Service Kits containing information and order forms for furnishings, freight handling, labor, ancillary services, registration, housing, etc., will be available on the convention website 90 days prior to the Convention.
- Exhibitors agree to ship, at their own risk and expense, all articles to be exhibited and agree to conform to the rules for shipping as contained in the exhibitor manual and/or service kit. The exhibit facility has no facilities for receiving and storing materials prior to the opening of the exposition. DO NOT ship equipment or displays to the facility or to the hotel in which exhibit personnel are housed.
- All costs of shipping, cartage, and handling shall be borne by Exhibitor. The Official Service Contractor will handle all the drayage from the drayage warehouse to the Exhibitor's booth; remove crates and empty cartons; return them at the end of the convention; deliver packed goods to the loading dock of the convention center; and load the items onto transport vehicles for a fee.

USE OF EXHIBITOR-APPOINTED CONTRACTORS

- Exhibitors choosing to use labor services other than those provided by the Official Service Contractor must, by May 1, 2017, notify CBA in writing of their intention to utilize an Exhibitor-appointed contractor and provide CBA with the following information:
- The name, address, and telephone number of the firm and the name of the person who will be in charge of the operation. (An Exhibitor-appointed contractor form will be inserted within the Exhibitor Service Kit on the Convention website.)
- Evidence that the Exhibitor-appointed contractor has obtained or will obtain all licenses and permits, and has satisfied or will satisfy all bonding requirements of the federal, state, county, or municipal governments and the exhibit hall management prior to commencing work. Evidence of actual compliance must be provided upon request.
- An original certificate of insurance. The insurance certificate(s) must state that the policy:
 - Will be in effect during the installation and dismantle dates, Monday, June 26, 2017, thru Friday, June 30, 2017
 - Covers comprehensive general liability against claims for bodily injury or death and property damage of not less than \$1,000,000.00 for each occurrence
 - Provides worker's compensation insurance coverage for all employees and temporary labor hired to perform work on this event
- The approximate number of union personnel to be ordered.

CBA shall work only with Exhibitors, because contracts for exhibit space are between CBA and Exhibitors. Communication with Exhibitor-appointed contractors shall be the responsibility of Exhibitor. If deadline dates are not met, the request to use an Exhibitor-appointed contractor may be denied, and Exhibitor may be required to utilize the Official Service Contractor's labor.

All Exhibitor-appointed contractors shall:

- Assure CBA that their employees have and will at all times wear the badges provided by CBA and ensure that they do so.
- Follow the scheduled work times and abide by all CBA installation and dismantle rules.
- Confine operations to the exhibit area of its client(s). No service desk, storage areas, or other work facilities will be allowed elsewhere in the convention center.

- Comply with labor agreements and practices and not commit, nor allow to be committed by persons in their employment, any acts that could lead to work stoppages, strikes, or labor problems.
- Coordinate their activities with the Official Service Contractor who shall control all exposition floor, aisles, loading docks, service areas, and storage areas.

Exhibitors shall be responsible for the actions of their Exhibitor-appointed contractor. Violation of these rules may lead to expulsion of the Exhibitor or the Exhibitor-appointed contractor from the convention center.

EVENT SCHEDULING

- Exhibitor shall not sponsor or endorse any activity to be attended by UNITE 2017 attendees during hours of announced, CBA-scheduled activities (including dedicated exhibit floor hours), unless prior written waiver or consent has been obtained from CBA.
- All hospitality functions must be approved by CBA. Any function not approved by CBA, which would compete for attendees' time, either during the hours of the exhibition or hours of educational programs, is strictly prohibited.
- Receptions and Autograph Parties must be industry-oriented in nature and purpose. Exhibitors wishing to sponsor events must complete proper CBA forms and receive written approval from CBA. Every event must have the prior approval of CBA for date, time, and location. All exhibitor events must be held outside of dedicated exhibit floor hours.
- Convention program nominations (speakers and artists) are accepted from exhibiting companies only.

INCENTIVES, PREMIUMS, ETC.

- Exhibitor shall comply with any and all convention center, local, city, state, and federal ordinances, statutes, rules, and regulations pertaining to inducements to buy.
- Promotional materials shall not be distributed through Convention hotels to Convention attendees without prior approval of CBA.

EXCLUSIONS FROM EXHIBIT HALLS

- Firms or organizations not assigned space on the exhibit floor are prohibited from exhibiting or soliciting business within the Convention Center and any hotel in which CBA has contracted for sleeping rooms for Convention attendees. Failure to comply with such prohibition may result in denial of future exhibiting opportunities at CBA Conventions.
- Alcoholic beverages are prohibited on exhibit floor.
- UNITE 2017 is designated as a non-smoking event. Smoking is prohibited in all meeting rooms, social functions, and the Exhibit Hall.
- Exhibitor shall not make badges available to representatives of non-affiliated companies.
- Helium gas canisters and helium-filled balloons are prohibited on the exhibit floor unless you have written consent of CBA.
- Exhibitor shall be responsible for the behavior of individuals to whom it authorizes CBA to issue badges, and CBA reserves the right to deny or void a badge of, and to deny access to or remove from exhibit floor, any person whenever, in CBA's sole and absolute discretion, doing so would be in the best interest of CBA, any of its Convention exhibitors or attendees, or its Convention.
- CBA shall have the right to deny access to exhibit floor by any exhibitor not current (at the date scheduled for set-up) on all accounts, fees, or other monies owed CBA or CBA Service Corporation, including those unrelated to exhibition booth space. In addition, CBA shall have the right to deny access to exhibit floor by any exhibitor with account balances outstanding (at the date scheduled for set-up) with any hotel or other business from which such exhibitor shall have received a discount from standard rates by virtue of being associated with CBA.
- All food and beverage products not produced by the exhibiting manufacturer must be purchased through the official concessionaire of the convention center.

MISCELLANEOUS

- To be eligible for participation, Exhibitor shall strictly comply with all laws pertaining to its exhibit, and its products and/or services at UNITE 2017, including, but not limited to, laws pertaining to patents, copyrights, trademarks, antitrust, promotions, and giveaways. With respect to the installation and operation of its exhibit, Exhibitor shall be responsible for knowledge of and compliance with any and all convention center, local, city, state, and federal ordinances, statutes, rules, and regulations pertaining to safety, fire, and health.
- In compliance with the Americans with Disabilities Act, CBA wishes to ensure that no individual with a disability is excluded, denied services, or otherwise treated differently than other individuals. To be eligible, Exhibitor shall be responsible for ensuring access to their exhibit by the disabled and shall be solely liable under the ADA, and any other applicable disability law, for any failure to provide such access to any person.
- The Christian products and services industry generally includes products and services that support and/or are consistent with the practice of the Evangelical Christian or Catholic faith, education and lifestyle. Products and services that generally do not fall within the scope of the industry include pornographic, gothic, satanic, criminal, sexually explicit, lewd or excessively violent themes or content.
- Exhibitor shall be responsible for security in its own booth at all times, notwithstanding the fact that CBA hires a firm to provide security for UNITE 2017. Perimeter security for UNITE 2017 will be furnished by CBA during installation, dismantling, and convention days. Such security is intended to be a courtesy to exhibitors. It is not intended to be a guarantee against any kind of loss or theft or to relieve exhibitors of their responsibility to safeguard their own materials, equipment, and displays at all times.
- Exhibitor acknowledges that any and all property of Exhibitor, including any personal property of individuals, are solely Exhibitor's responsibility, and CBA shall have no liability for such property in the event of fire, theft, or mysterious disappearance, or for any loss, physical damage, or indirect damage as a result thereof. Insurance coverage shall be the responsibility of Exhibitor. Exhibitor is advised to carry special insurance to cover exhibit material against loss or damage, and public liability insurance against injury to the persons and property of others.
- Following execution of Exhibitor's Contract for Exhibit Space by CBA, CBA's liability for breach of the resulting contract shall be limited to the Space Rental Fee paid to CBA by Exhibitor. In no event shall CBA be responsible for consequential damages. Any bankruptcy filing of any kind by Exhibitor or Exhibitor's insolvency shall constitute a breach of the Contract and the contract resulting from CBA's acceptance of the Contract. Either party's waiver of or failure to exercise any right provided for in the Contract or these Terms and Conditions shall not be deemed a waiver of any further or future right hereunder.
- Following acceptance and execution of this contract by CBA, any breach of the resulting contract by Exhibitor, its officers, directors, agents, or employees may, in CBA's discretion, result in immediate or future loss of Exhibitor's exhibiting privilege.

- Exhibitor assumes all responsibility and liability for losses, damages, and claims arising from any cause whatsoever arising by reason of the use or occupancy of the exhibit space by Exhibitor or his assigns. Exhibitor shall indemnify CBA, its officers, directors, employees, agents, and representatives, and hold them harmless from any and all liabilities in respect of suits, proceedings, demands, judgments, damages, expenses, and costs (including, without limitation, reasonable attorneys' fees and costs, as well as expenses incurred in the investigation, defense, or settlement of any claim covered by this indemnity) which CBA may suffer or incur by reason of participation in UNITE 2017 by Exhibitor, its officers, directors, employees, agents, or representatives.
- Should any contingency prevent the holding of UNITE 2017, CBA convention management shall retain only such part of Exhibitor's Space Rental Fee as required for expenses incurred up to the time such contingency shall have occurred. If, for any reason, UNITE 2017 shall be canceled or deferred, Exhibitor waives all claims for damages.
- Exhibitor must surrender space occupied by him in the same condition it was in at the commencement of occupation.
 - If Exhibitor's materials fail to arrive, Exhibitor shall nevertheless be responsible for all amounts due hereunder.
- In holding UNITE 2017, CBA does not act as the agent of Exhibitor, the convention center, or any other party.
- Any claims Exhibitor may have against any party other than CBA shall be submitted directly to the party involved.
- All exhibit attendants must be, in the judgment of CBA show management, properly clothed. A picture or description of costumes, if planned, must be submitted to CBA show management in advance for approval.
- Neither the assigned exhibit space, nor any portion thereof, nor Exhibitor's interest therein shall be assigned or otherwise transferred by Exhibitor without the prior written consent of CBA.
- If any provision in the Contract for Exhibit Space or the Agreement resulting from CBA's acceptance thereof is determined by a competent authority to be unenforceable, all other provision shall continue in full force and effect.
- Exhibitor acknowledges and warrants that the individual signing the Contract for Exhibit Space on its behalf has been duly authorized to do so.
- Any controversy or claim arising out of or relating to the Agreement resulting from CBA's acceptance of Exhibitor's Contract for Exhibit Space, or any alleged breach thereof, shall be settled by arbitration in accordance with the rules of the Institute for Christian Conciliation ("ICC"). Arbitration shall be commenced by filing with ICC a written statement setting forth the following:
 - (i) The facts giving rise to the dispute; (ii) the legal (and biblical, if any) theories and causes of action on which the party requesting arbitration is relying; and (iii) the remedy requested. Judgment upon the award rendered by such arbitrator(s) may be entered in any Court having jurisdiction over the parties and the subject matter of such controversy or claim. Any arbitration pursuant to this paragraph shall be conducted in Colorado Springs, Colorado.
- Exhibitor's Contract for Exhibit Space and the contract resulting from CBA's acceptance thereof shall be governed in all respects by the laws of Colorado, and any litigation between Exhibitor and CBA in connection therewith shall be filed in El Paso County, Colorado.