

## SHOT SHOW®

### LICENSE AGREEMENT FOR EXHIBITION PARTICIPATION

Company, its employees and agents identified in the Exhibitor Application (Page 1), is hereinafter referred to as “Exhibitor,” and National Shooting Sports Foundation, Inc. and Reed Exhibitions, a division of Reed Elsevier Inc., together with their affiliates and each of their respective directors, officers, employees, agents, contractors and others working on their behalf, are hereinafter collectively referred to as “Management.”

Exhibitor accepts Management’s offer to enter into this limited, non-transferable revocable License (defined in Section 4) to participate in the SHOT Show (the “Exhibition”) and prepare an exhibit of its products and/or services as described in the Exhibitor Application, and further acknowledges and represents to Management that Exhibitor has received and has thoroughly read, understands and agrees with all License terms herein, including Section 5 “Payment” terms and Section 9 “Cancellation, Withdrawal, Downsizing and Default” terms, all of which terms will be strictly enforced by Management.

In the event Exhibitor defaults in any of its obligations under this License, in addition to having the right to reclaim Exhibitor’s booth space and direct Exhibitor to vacate the Exhibition, Management shall have the right to retain any amounts paid by Exhibitor, collect from Exhibitor upon demand any outstanding fees as of the date of Exhibitor’s default (including attorney’s fees, costs and interest), and the right to pursue any other remedy afforded Management by law or equity. Management shall have sole and full power in establishing, interpreting and enforcing all Exhibition rules and regulations and its decisions are final and binding.

1. **SHOT Show Owner & Manager Information.** The SHOT Show is owned and sponsored by the National Shooting Sports Foundation, Inc., 11 Mile Hill Rd., Newtown, CT 06470-2359, and managed by Reed Exhibitions, a division of Reed Elsevier Inc., 383 Main Avenue, Norwalk, Connecticut 06851.

2. **SHOT Show Name & Registered Trademarks.** The “SHOT Show®” and “Shooting, Hunting and Outdoor Trade ShowSM” names, logos and images are trademarks or registered trademarks owned exclusively by the National Shooting Sports Foundation, Inc. and are protected by state, federal, and international trademark laws. This License does not grant Exhibitor any rights to use the “SHOT Show” or “Shooting, Hunting and Outdoor Trade Show” names or marks in connection with Exhibitor’s exhibition or its products or services.

3. **Admissions.** Admission to the Exhibition by exhibitors and attendees is open only to adults affiliated with the industry served by the Exhibition and who are registered with Management. No persons under 16 years of age (including infants) will be admitted to the Exhibition. Management reserves the right to verify admission eligibility. Management shall have sole control over admission policies at all times and reserves the right to evict exhibitors and attendees from the Exhibition found in violation of admission policies.

4. **License Terms.** This License includes all rules, regulations and other provisions set forth herein, and incorporates by reference the Exhibitor Application (Page 1) and the Exhibitor Service Manual, including Exhibition Product Eligibility, Display and Advertising Rules, together with any attachment hereto or thereto and any other terms incorporated by reference herein or therein (as any of such may be amended, supplemented or terminated from time to time by Management) (collectively, the “License”) and Exhibitor agrees to be bound by such. The Exhibitor Service Manual for each Exhibition is available at [www.shotshow.org](http://www.shotshow.org). This License is issued solely and exclusively to the named Exhibitor identified in the Exhibitor Application. Exhibiting manufacturer’s representatives and/or distributors must list their participating principals as the Exhibitors of record. This License is a limited, non-transferable revocable license permitting Exhibitor to occupy and utilize the booth area or other space assigned to it by Management at the Exhibition and to exhibit permitted products and utilize such services as are provided by Management, subject to all License terms. Management reserves all other rights not expressly granted to Exhibitor herein. Neither Management nor the Exhibition endorse, certify or assume responsibility for exhibitors or their products or services. Mere participation in the Exhibition does not imply such endorsement or certification. This License can be revoked at any time at the sole discretion of Management, including, without limitation, for any Exhibitor violation of the rules or regulations of the Exhibition.

5. **Payment.** In order to reserve Exhibition booth space, a non-refundable deposit in the amount identified in the “Payment Schedule” on the preceding page is required upon the return of the Exhibitor Application to Management. Exhibitor shall pay all remaining booth registration fees in accordance with the Payment Schedule. All fees and related charges due, including additional fees, if any, for advertising insertions or payments by credit card, together with any late fees thereon, must be paid in full before Exhibitor shall be permitted to install its display at the Exhibition. This License shall serve as Exhibitor’s invoice for all booth registration payments and other fees owed to Management. All payments are non-refundable in the event Exhibitor cancels, withdraws, downsizes, defaults, or is not present for the Exhibition. Failure by Exhibitor to pay all fees in full in a timely manner may be considered a withdrawal or cancellation by Management and may result in the Exhibitor being prohibited from participation in the Exhibition.

6. **Offset.** Management shall have the right to set off against any amount which may be due from Management to Exhibitor, pursuant to the License or otherwise, any amounts owed to Management or its affiliates by Exhibitor or its affiliates for any reason. In addition, Management shall have the right to apply and deduct any amounts received from Exhibitor under this License to any other amounts due to Management or its affiliates from Exhibitor or its affiliates.

7. **Advertisements.** All advertising insertion orders must be paid in full prior to the installation of Exhibitor’s display and are non-cancellable and non-refundable. No credits will be given for advertising paid for but cancelled. In the event Exhibitor withdraws or cancels its participation in the Exhibition, Exhibitor shall be responsible for full payment of all advertising. Management reserves the right to reallocate such advertising space at its discretion. All advertisements are subject to approval by Management. Management has the right to offer new products or positions throughout the show cycle that may not be listed in this License.

8. **Default in Occupancy; Exhibitor Breach.** The actual occupancy by Exhibitor of its Exhibition booth is of the essence. If Exhibitor does not occupy its booth, Management, in its sole discretion, is entitled to occupy the booth or cause it to be otherwise occupied as Management deems in the best interest of the Exhibition without in any way releasing Exhibitor from any liability hereunder. If Exhibitor’s booth is not occupied by the time set for completion of installation of displays, such space may be repossessed by Management for any purpose it may see fit. If Exhibitor breaches any of its obligations or covenants under this License, including without limitation any Exhibition rule or regulation promulgated pursuant to this License, or any rule of any Exhibition facilities, and Exhibitor fails to correct such violation after notification, Management may prohibit Exhibitor from exhibiting at the Exhibition and all future exhibitions run by Management, and/or revoke this License. For purposes of the preceding sentence, any unreasonable interference with or inconvenience to the Exhibition, other Exhibitors, or attendees of the Exhibition shall be deemed to constitute a breach of Exhibitor’s obligations under this License. In the event of such breach by Exhibitor, (i) Management may retain all amounts paid in connection with the Exhibition and Exhibitor shall pay Management any remaining balance outstanding, (ii) Management shall not issue any refunds to Exhibitor, and (iii) Management may pursue any other legal or equitable remedies to which it is entitled. In the event of such default, Management may thereupon direct Exhibitor forthwith to remove its employees, agents or servants, and all of its articles of merchandise and other personal property from the space licensed and from the Exhibition facilities.

9. **Cancellation, Withdrawal, and Downsizing.** Exhibitor acknowledges that in reliance on Exhibitor’s acceptance of this License, Management shall incur expenses, allocate resources and take other actions in connection with the tasks necessary to facilitate and manage the Exhibition. Accordingly, any cancellation of the License or withdrawal from the Exhibition by Exhibitor: (a) must be effected by written notice to Management via certified mail, return receipt requested; and (b) entitles Management to the full amount of all fees paid to date by Exhibitor plus any amounts due per the Page 1 Payment Schedule terms as reasonable liquidated damages for Management’s costs and detrimental reliance on Exhibitor’s original acceptance and not as a penalty. If Exhibitor desires to downsize the booth requirements to which it originally agreed under the License, then it: (a) must do so by written notice to Management via certified mail, return receipt requested, to be effective; and (b) shall pay to Management an amount equal to its revised financial obligation due to the change in its booth requirements, in addition to any assessed liquidated damages. Management retains the right to relocate the Exhibitor’s booth anywhere within the Exhibition facilities as a result of any such downsizing, or for any other reason, as Management may determine in its sole discretion to be in the best interest of the Exhibition.

10. **Eligible Exhibits.** Exhibitor agrees to prepare an exhibit of its products, as described on Page 1, in accordance with this License as well as all rules governing “Product Eligibility, Display and Advertising” found in the Exhibitor Service Manual. Exhibits will be limited to those companies or other entities offering materials, products, or services of specific interest to registrants or which are directly pertinent to the function and industry to which the Exhibition relates. Management reserves the right to determine the appropriateness and/or eligibility of any product for display. Only the sign of Exhibitor may be placed on the booth or in the printed list of exhibitors of the Exhibition. No exhibitor booth or advertising will be allowed to extend beyond the space allotted to Exhibitor, or above the back and side rails of such space. Exhibitor agrees that its exhibit shall be admitted and shall remain from day-to-day solely by strict compliance with these rules. Management reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or Exhibitor or any of Exhibitor’s representatives upon Management’s determination that the same is not in accordance with this License. No refunds shall be provided by Management in the event of such rejection, ejection, or prohibition. Exhibits for the purpose of soliciting prospective employees, and employee-recruiting activity of any kind, are prohibited.

11. **Exhibit Displays; Decoration.** Management shall have full discretion and authority in the placement, arrangement, and appearance of all items displayed by Exhibitor, and may require the replacing, rearrangement, or redecorating of any item or of any booth, and no liability shall attach to Management for costs that Exhibitor may incur thereby. An Exhibitor building special background or side dividers must make certain that the surfaces of such dividers are finished so as not to be unsightly to exhibitors in adjoining booths (including, without limitation, no use of logos or other graphics). If such surfaces remain unfinished at 3:00 p.m. of the day before the opening day of the Exhibition, Management shall authorize the official decorator to effect the necessary finishing, and Exhibitor must pay all charges involved thereby. In addition, if Exhibitor has not started setting up any of its displays by 3:00 p.m. of the day before the opening day of the Exhibition, Management reserves the right to have such displays installed at Exhibitor's expense. All exhibits shall be ready by the opening hour of the Exhibition. Management will not allow any set-up of exhibits after this time. No exhibit may be built or erected to exceed the height limitations as set forth in the Exhibitor Service Manual. Any Exhibitor whose booth exceeds the height limitations will be required at its own expense to alter the display in order to conform with those regulations.
12. **Exhibitor Conduct.** Retail sales are absolutely prohibited during the Exhibition. Infraction of this rule will result in Exhibitor's booth being repossessed by Management. Subject to the foregoing, the distribution of samples, souvenirs, publications, etc., or other sales or marketing promotion activities, shall only be conducted by Exhibitor within its booth. Management retains sole discretion to approve, control, or prohibit what promotional items are distributed and where and how promotion activities occur. The distribution of any articles that interfere with the activities of, or obstruct access to, neighboring booths, or that obstruct aisles, is prohibited. No article containing any product other than the product or materials made or processed or used by Exhibitor in its product or service may be distributed except by written permission of Management. In no event shall Exhibitor use its booth or distribute any materials to promote any other exhibition or conference. The Exhibitor shall conduct and operate its exhibit so as not to annoy, endanger or interfere with the rights of other exhibitors and visitors. Any action resulting in complaints from any other exhibitor or any visitor which, in the sole opinion of Management, interferes with the right of others or exposes them to annoyance or danger, may be prohibited by Management.
13. **Assignment, Subletting or Sharing of Booth Space; Booth Usage.** Exhibitor shall not transfer, assign, sublet, share or otherwise permit any person to occupy Exhibitor's booth, or any part thereof, or use the booth for the exhibition of anything not specified in this License. Exhibitor may not exhibit, offer, distribute or otherwise advertise articles not produced or distributed by Exhibitor in the normal course of its business, unless such articles are required for the proper demonstration or operation of Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate, imprint, or other identification which in standard practice appears normally on them. Exhibitor may not permit non-exhibiting companies' representatives to conduct business in its booth. Rulings of Management in its sole discretion shall in all instances be final with regard to use of any exhibit space.
14. **Policy Against Exhibitor Infringement & Counterfeiting.** The Exhibition provides a congenial atmosphere for professionals to conduct their business without fear or concern that their products and services will be copied or their intellectual property rights infringed upon by third parties. Management is firmly committed to the laws prohibiting counterfeiting and infringement of the intellectual property rights (e.g., copyrights, trademarks, trade dress, patents, etc.) associated with the products and services that exhibitors display. In the event an exhibitor suspects that a third party is infringing upon the exhibitor's intellectual property rights, the exhibitor's best recourse is to seek an appropriate legal remedy such as a temporary injunction, seizure of goods or cease and desist order from a court with jurisdiction over the matter. In the event it is determined by either Management or a court of competent jurisdiction that an exhibitor or attendee has violated this policy, the exhibitor or attendee will risk immediate removal from the Exhibition and exclusion from future exhibitions, in addition to any other sanctions Management may impose in its discretion or as permitted by law.
15. **Business Licenses, Permits and Authorizations.** Prior to exhibiting at the Exhibition, Exhibitor must ensure that it has all necessary licenses, permits and authorizations and is otherwise in compliance with all applicable federal, state and local laws and regulations for the business that Exhibitor will conduct at the Exhibition. Exhibitor represents and warrants to Management that it will take full responsibility for obtaining such licenses, permits and authorizations and agrees to defend, indemnify and hold harmless Management from any damages, losses, or expenses incurred by Management due to violations of any such legal and/or regulatory requirements.
16. **Obstruction of Aisles or Booths.** Any demonstration or activity that results in obstruction of aisles or prevents ready access to nearby exhibitors' booths shall be suspended for any periods specified by Management.
17. **Sound Level.** Mechanical or electrical devices used by or on behalf of Exhibitor which produce sound must be operated so as not to disturb other exhibitors. Management reserves the right in its sole discretion to determine the placement and acceptable sound level of all such devices.
18. **Performance of Music; Use of Copyrighted Material.** Exhibitor acknowledges that any live or recorded performances of music, or broadcast of other copyrighted materials, by or on behalf of Exhibitor at the Exhibition must be licensed from the appropriate copyright owner or its licensing agent. Exhibitor represents and warrants to Management that it will take full responsibility for obtaining any necessary licenses to play or perform such music, or broadcast other copyrighted materials, and agrees to defend, indemnify and hold harmless Management from any damages, losses or expenses incurred by Management due to Exhibitor's use of such music or copyrighted materials (without limitation to any other rights of Management with respect thereto). The proper licenses must be posted in Exhibitor's booth and available for inspection immediately upon Management's request or the appropriate licensing agency.
19. **Photography of Exhibition; Exhibitor Booths and Activities.** No photography, videotaping, or other recordings (collectively, "Photography") of the Exhibition is allowed. All photographic rights for the Exhibition are reserved to Management. Professional Photography in the Exhibition required by Exhibitors can be carried out at moderate charges by Official Photographers (as designated by Management) if desired. Exhibitors wishing to make arrangements for the professional photographing of their exhibit must apply to Management. Exhibitors may photograph their own booths, products and activities within their booths for internal marketing purposes only. However, Photography of other exhibitor booths or products is strictly prohibited and such violations may result in any or all of the following penalties: immediate ejection from the Exhibition, confiscation of camera equipment, disbarment from subsequent exhibitions, and any other action Management may in its sole discretion deem appropriate. Exhibitors are encouraged to report any violations of this rule to Management.
20. **Photography Rights of Management.** From time to time, photographs, videos, filming and/or other recordings may be made of the Exhibition by Management or third parties contracted by Management, which may include images of Exhibitor, its employees, agents and Exhibitor's materials, products and displays. Exhibitors may not hinder, obstruct or interfere in any way with such Photography whether by Management or others working on Management's behalf, and hereby consent to Management's use of such Photography for any reasonable commercial purposes. Exhibitor grants Management and others contracted by Management a non-exclusive, royalty-free, irrevocable, worldwide license to use Photography of Exhibitor, including, without limitation, Exhibitor's display, materials, products, Exhibitor's trademarks, service marks, or other Exhibitor identifiable images, and any other images captured by Management.
21. **Food and Beverage.** All food and beverage is supplied by official catering services providers of the Exhibition facility. The preparation and distribution of food and beverage samples or other perishable products by exhibitors, or exhibit or use of exhibitor designated contractors to provide food and beverage requires the prior approval of Management.
22. **Hotel Suites; Auxiliary Activities.** Operation by Exhibitor of hotel suites, private rooms, recreational vehicles or other places for sales or other official exhibitor functions or entertainment purposes is prohibited during the business hours of the Exhibition. Management makes reasonable effort to protect against unauthorized sales, marketing or the conduct of business by individuals or companies not booking exhibit space. Management requests exhibitors and attendees to report any individual or company in violation of this rule.
23. **Hotel Room Drops.** The right to distribute marketing and promotional materials and other items in Exhibition hotels during the Exhibition is reserved to Management. Exhibitor shall not independently make arrangements with the Exhibition hotels for room drops. All hotel room drops, and the materials to be distributed, are subject to separate license issued by Management.
24. **Contests, Lotteries, Raffles & Games of Chance.** The operation of games of chance, including sweepstakes, raffles, drawings, contests, lotteries; gambling or gaming devices; or tournaments, pools or wagering, whether real or simulated is permitted only to the extent allowed by applicable state and local laws where the Exhibition takes place and only within the confines of an exhibitor's booth. Exhibitors are responsible for all logistics involved with the organization and operation of their games of chance or other promotion, including, without limitation, collecting entries and notifying winners.
25. **Booth Staffing; Booth Space.** Booth representatives shall be restricted to Exhibitor's employees and authorized representatives. Booth representatives shall at all times wear badge identification furnished by Management. Management may at any time limit the number of booth representatives. Exhibitor's booth must be staffed by Exhibitor during all hours the Exhibition is open.
26. **Exhibitor Representative Conduct: Attire.** Exhibitor acknowledges that it is aware of the nature and character of the Exhibition, and covenants that it will require booth representatives to dress and conduct themselves accordingly. Management reserves the right to determine, in its sole discretion, whether the character and/or attire of booth personnel is acceptable, in light of the nature and character of the Exhibition, and in keeping with the best interests of other exhibitors, attendees and/or the Exhibition.

27. **Damage to Property.** Exhibitor is liable for any damage caused to building floors, walls or columns, or to booth equipment provided, or to other exhibitors' property. Exhibitor may not apply paint, lacquer, adhesives, or other coating to building columns and floors or to standard booth equipment.

28. **Union Labor.** When required by the Exhibition facility, Exhibitor shall employ only local union labor and comply with all union rules in the installation and dismantling of its exhibit. Please refer to the Exhibitor Service Manual for further guidance. Labor will be made available at Exhibitor's cost. Furthermore, all displays must meet the building codes of the jurisdiction in which the Exhibition takes place. Failure to do so shall constitute a breach of this License.

29. **Special Services; Contractors.** Management has retained independent, official Exhibition contractors to provide the following services: drayage, cartage, furniture, booth and floor decorations, signs, photography, lead retrieval, and other related services. Electricity, water and other utilities are provided only upon request. Payment for services provided is the sole responsibility of the Exhibitor. Official Exhibition contractors and their prevailing rates will be listed in the Exhibitor Service Manual. All rates are subject to change at any time. Management assumes no responsibility or liability for any services performed or materials delivered by any Exhibition contractor. Agreements for these services and payment shall be made directly between Exhibitor and Exhibition contractors. Exhibitors may use contractors other than official Exhibition contractors in limited circumstances. Use of unofficial, exhibit-designated contractors shall require the advance written consent of Management. All designated contractors must comply with Management rules, state and local laws and Exhibition facility policies. Additionally, all unofficial contractors must meet the minimum insurance requirements established by Management and provide proof of such insurance naming The Freeman Companies, National Shooting Sports Foundation, Inc., Reed Elsevier Inc., Reed Exhibitions, the Exhibition facility, and the city in which the Exhibition is held (as applicable if a public facility), as well as each of their affiliates and respective officers, directors, employees, agents, successors, assigns and affiliates, as additional insureds thereunder. Where union labor is required because of Exhibition facility or contractor requirements, Exhibitor agrees to comply with such rules and regulations. Rules and regulations for union labor are made by the local unions and these regulations may change at any time without notice.

30. **Fire, Safety and Health.** Exhibitor must strictly observe all applicable state and local fire, safety and health laws and regulations and Exhibition facility policies. Exhibitor booths are subject to inspection at any time to ensure compliance. Drapes, table cloths and all booth decorations must be flameproof. Smoking in the Exhibition facilities is forbidden except in smoking areas designated by the Exhibition facility. Aisles and fire exits must not be blocked. Products on display must abide by applicable safety codes. No storage behind exhibits is provided or permitted. All wiring on displays or display fixtures must conform to the applicable safety standards established by various governmental agencies and standard fire inspection ordinances. All display wiring must exhibit all applicable seals of official approving agencies as may be required at the site of the Exhibition.

31. **Receipt of Goods and Exhibits.** All goods and exhibits must be received at designated receiving areas. All goods and exhibits must be plainly marked and all charges prepaid.

32. **Care and Removal of Exhibits.** Management will maintain the cleanliness of all aisles, except that Management may require Exhibitor to immediately remove any of its property that may be in any aisle. Exhibitor must, at its own expense, keep exhibits clean and in good order. All exhibits must remain fully intact until the Exhibition has officially ended. Disturbing or tearing down an exhibit prior to the official closing hour of the Exhibition can result in a refusal by Management to accept or process exhibit space applications for subsequent exhibitions. Exhibits must be removed from the building by the time specified in the Exhibitor Service Manual. In the event Exhibitor fails to remove its exhibit in the allotted time, Management reserves the right, at Exhibitor's expense, to ship the exhibit through a carrier of Management's choosing, or to place the exhibit in a storage warehouse, or to make such other disposition of the exhibit as it may deem desirable, without any liability to Management.

33. **Termination of Exhibition.** In the event that the facilities in which the Exhibition is to be or is being conducted shall become, in the sole discretion of Management, unfit for occupancy, or in the event the holding or continuation of the Exhibition or the performance by Management of its obligations under the License are interfered with by virtue of any cause or causes not reasonably within the control of Management, this License and/or the Exhibition (or any part thereof) may be terminated by Management. Management shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Management. If Management terminates this License and/or the Exhibition (or any part thereof), then Management may retain such part of Exhibitor's License fee as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. In the event of such termination, Exhibitor expressly waives any and all recourse or claims for loss or damages against Management. For purposes hereof, the phrase "cause or causes not reasonably within the control of Management" shall include, but not be limited to: acts of God; fire; casualty; flood; epidemic; earthquake; explosion or accident; blockade; embargo; inclement weather; war (declared or not); terrorism (domestic or foreign) governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; strike, lockout, boycott or other labor disturbance; venue cancellation; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessary supplies or equipment; federal, state or local laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional.

34. **Non-Assignment of License.** This License is non-assignable and non-transferable by Exhibitor. Any attempted assignment or transfer of this License shall be null and void and shall constitute a breach, resulting in termination and cancellation of Exhibitor's right to participate at the Exhibition. Management may assign the License at any time to any third party or affiliate, by operation of law, or otherwise.

35. **Interest and Collection Fees.** Exhibitor agrees to pay interest at a rate of 1% per month (12% per annum), or the maximum allowable by law, on all past due balances to Management. Exhibitor further agrees to pay any costs incurred by Management in collecting such balances owed, including but not limited to, court costs, collection fees, and attorney's fees.

36. **Indemnity; Limitation of Liability.** Exhibitor agrees to defend, indemnify and hold harmless Management, the owner of the exhibition facility, and the city in which this Exhibition is being held (as applicable if public facility), and each of their respective directors, officers, employees, agents, contractors, volunteers, and others working on their behalf, from and against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind (including, without limitation, reasonable attorneys fees and costs) arising out of or resulting from its execution of this License, its occupancy of the space herein contracted for or presence at the Exhibition by reason of bodily or personal injuries, death, property damage or any other cause sustained by any persons or others. In addition, Exhibitor shall defend, indemnify and hold harmless Management from and against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind (including, without limitation, reasonable attorneys fees and costs) arising out of or resulting from (i) the actions, inactions or negligence of Exhibitor, its agents, representatives, or employees, or (ii) the actual or alleged breach by Exhibitor of the intellectual property rights of any third party, whether knowingly or unknowingly and whether intentionally or unintentionally (including, but not limited to, the advertising, sale or distribution of pirated goods and "knock-offs" of existing products and services). Management shall not be responsible for and shall have no liability resulting from loss or damage to displays or goods belonging to Exhibitor, whether resulting from fire, storms, acts of God, heating, ventilation or air conditioning failure, theft, pilferage, mysterious disappearance, bomb threats or other causes of any kind. All such items brought to the Exhibition are displayed at Exhibitor's own risk, and should be safeguarded at all times. Management will provide the services of a reputable protective agency to patrol the general Exhibition during the period of installation, show, and dismantling, but Management has no obligation and is not agreeing to protect, secure or monitor any specific Exhibitor's booth space or property found therein. Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of Management to supervise and protect Exhibitor's property within the Exhibition. Exhibitors may furnish additional guards at their own expense and risk, only with prior approval by Management. Exhibitor agrees that Management shall not be liable in the event of any errors or omissions in Exhibitor's Official Directory listings or in any promotional material. Management makes no representations or warranties with respect to the number of Exhibition attendees, daily attendee traffic volume or the demographic nature of such attendees.

The individual holding herself/himself out as duly executing this License on behalf of Exhibitor acknowledges that Management is relying on such individual's representation that s/he is authorized to do so. If s/he is not so authorized, s/he hereby covenants to indemnify Management (including affiliates and respective directors, officers, employees, agents, contractors and others working on Management's) from and against any liability whatsoever caused to Management by her/his execution of the License and (without limitation) shall be liable to Management for all payments that would have been payable to Management by Exhibitor had the License been duly executed on behalf of Exhibitor.

37. **Insurance.** Exhibitor understands and agrees that Management, the Exhibition, the owner of the exhibition facility, or the jurisdiction in which the Exhibition occurs do not and will not maintain insurance covering Exhibitor, and it is the sole responsibility of Exhibitor to obtain at its cost sufficient insurance coverage for its Exhibition activities, including coverage for its personnel and property. Exhibitor is strongly advised to verify that its insurance includes extraterritorial coverage, and that it has its own theft, public liability, and property damage insurance. The following is the minimum suggested insurance coverage Exhibitor should obtain and have in effect for the Exhibition: (i) Commercial General Liability insurance against claims for bodily injury (including death), personal injury, property damage, as well as contractual, advertising and products/completed operations liability occurring in or upon or resulting from the Exhibition, with combined single limits of liability of at least \$1,000,000 per occurrence, with National Shooting Sports Foundation, Inc., Reed Exhibitions, a division of Reed Elsevier Inc., the Exhibition facility, and city in which the Exhibition is being held (if a public facility) added as additional insureds on a primary non-contributory basis; and (ii) Workers Compensation and Employers Liability insurance as required by statutory law. Insurers writing such policies should be licensed in the state where the Exhibition takes place. The recommended insurance coverages and limits stated herein are minimum requirements and in no way limit the liability of the Exhibitor in the event of a claim.

Exhibitors that obtain approval from Management to dispense food and beverage samples or other perishable products, including alcohol, must have appropriate food and beverage/liquor liability insurance covering such activities. Additionally, National Shooting Sports Foundation, Inc., Reed Exhibitions, a division of Reed Elsevier Inc., the Exhibition facility, and the city in which the Exhibition is being held (if a public facility) must be added as an additional insureds under such food and beverage insurance policies.

38. **Losses.** Management shall not bear any responsibility for damage to Exhibitor's property, or lost shipments either coming in or going out of the Exhibition, or for moving costs. Damage to inadequately packed property is Exhibitor's own responsibility. Exhibitor is strongly advised to maintain its own property insurance to insure against such risks. If Exhibitor's exhibit fails to arrive, Exhibitor is nevertheless responsible for exhibit space cost.

39. **Resolution of Disputes.** In the event of a dispute or disagreement between Exhibitor and an official Exhibition contractor, or between Exhibitor and a Labor Union or labor Union Representative, or between two or more exhibitors, all interpretations of the rules governing the Exhibition, actions or decisions concerning this dispute or disagreement by Management intended to resolve the dispute or disagreement shall be binding on Exhibitor.

40. **Applicable Law; Forum Selection Clause.** This License is deemed to be entered into in the State of Connecticut and governed by the laws of the State of Connecticut without regard to any conflicts or choice of law principles thereof. Exhibitor consents to the exclusive jurisdiction of the courts of the State of Connecticut for the resolution of any and all disputes and claims arising out of this License. Management, however, shall not be obligated to enforce its rights in the State of Connecticut, and instead, may enforce its rights in any other proper jurisdiction. Exhibitor waives any claims as to lack of personal or subject matter jurisdiction and agrees that it is subject to the jurisdiction of the State of Connecticut or any other jurisdiction chosen by Management to enforce its rights hereunder.

41. **Attorney's Fees and Costs.** If any action or proceeding is brought to enforce or interpret this License, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees (including all related costs and expenses) incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment.

42. **Changes to Dates, Venue and Booth Space.** Management shall, at its sole discretion, be entitled to change the dates and/or the venue for the Exhibition upon written notice to the Exhibitor. Management shall not be liable for any costs, damages, fees or expenses of Exhibitor as a result of such changes in the Exhibition schedule or location. Additionally, Management reserves the right to relocate Exhibitor to any space within the Exhibition facility at any time. Management shall be entitled to retain any portion of Exhibitor's License fee paid to date and said amount shall be applied to the Exhibition as though no change in dates or venue had occurred. Any remaining payments from Exhibitor shall be due in accordance with the agreed upon Page 1 Payment Schedule terms for the Exhibition. In the event that Exhibitor should cancel participation, due to a change in date, venue, or space assignment by Management, Exhibitor would be subject to liquidated damages as set forth herein.

43. **Interpretation; Amendment to Rules.** Management shall have sole and full power in establishing, interpreting and enforcing all Exhibition rules and regulations. Any matters not specifically covered by this License shall be subject solely to the decision of Management. Management reserves the right to adopt further rules and regulations, amend existing rules and regulations or terminate such rules and regulations, as may be deemed necessary by it for the general success of the Exhibition. Any such revisions or amendments when made and brought to the notice of Exhibitor shall be and become part hereof as though originally incorporated herein and Exhibitor shall be subject to the provisions of the License as so amended or supplemented.

44. **Exhibition Mailing List; Privacy.** Mailing lists containing Exhibitor's company contact information may be made available by Management to other registered exhibitors of the Exhibition and third parties pursuant to a separate license. By providing Management with the information on Page 1 of the Exhibitor Application, Exhibitor consents to Management's compilation and dissemination of Exhibitor's company contact information to registered exhibitors of the Exhibition and other parties and to receiving unsolicited communications from them. Information collected about Exhibitor is subject to the terms of Management's privacy policy, the terms of which are hereby incorporated by reference. Management's privacy policy can be found at [www.shotshow.org/privacy.html](http://www.shotshow.org/privacy.html).

45. **Americans with Disabilities Act.** It is the responsibility of Exhibitor to make its booth space fully accessible to those with physical or other impairments and to comply with all applicable federal, state and local laws and regulations, including the American with Disabilities Act ("ADA").