

IN CONSIDERATION of the mutual agreements hereinafter set forth and the payment of rent herein provided, the parties agree as follows:

Section 1. Premises Leased. The Management (ICPM Expos) hereby leases to Exhibitor booth space, (booth space #/info on pg.1), or other space of equal size as the Management may hereafter designate. Exhibitor agrees to pay (agreement total pg.1) in rental for leasing the above mentioned space during the expo.

Section 2. Products Displayed. The space leased by Exhibitor is to be used for displaying and exhibiting products determined by the Exhibitor.

Section 3. Rent and Term. The lease of space shall be for the duration of the INDUSTRIAL, CONSTRUCTION and PLANT MAINTENANCE EXPO to be held October 10-11, 2018. Exhibitor agrees to payment schedule on pg.1. All rent shall be paid to the Management and sent to PO Box 521786, Salt Lake City, UT 84152. Or as otherwise directed by the Management in writing. Please make checks payable to ICPM Expo. If exhibitor fails to remit the booth deposit or the final booth payment by the specified dates, the Management may release the agreed upon booth location and terminate this agreement.

Section 4. Default. Any one of the following shall constitute a default of this agreement by Exhibitor: (a) failure by Exhibitor to make any deposit payment within thirty (30) days of its due date; (b) failure by Exhibitor to occupy the leased space during the trade show; (c) termination of the agreement by Exhibitor at any time prior to the end of the UTAH INDUSTRIAL AND CONSTRUCTION EXPO; (d) failure by exhibitor to comply with or perform any of the provisions of this agreement or any supplements or amendments thereto.

Section 5. Remedies. Upon the occurrence of an event of default, the Management may at its option exercise one or more of the following remedies: (a) declare all unpaid rentals to be immediately due and payable; (b) proceed by appropriate court action to enforce performance by Exhibitor of the applicable covenants of this agreement and/or to recover damages for the breach thereof; (c) by notice in writing terminate the agreements whereupon all rights of Exhibitor to occupy the leased space shall absolutely cease and terminate, but Exhibitor shall remain liable for all amounts owed under the original terms of this agreement; or (d) retake possession of the leased space and cause it to be occupied in such a manner as the Management may deem in the best interest of the INDUSTRIAL, CONSTRUCTION AND PLANT MAINTENANCE EXPO. The remedies in this agreement in favor of the Management shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing at law or equity.

Section 6. Assignment of Sublease. Exhibitor shall not, without the prior written consent of the Management, assign, sublet, or otherwise transfer the leased space, or any part thereof, or move out its display before the official closing of the expo.

Section 7. Risk of Loss. The Management is relieved of the responsibility for any refund or any other liability for failure to fulfill the terms of this agreement by reason of: (a) the destruction by fire or other calamity of the building or enclosure in which the expo is being produced and held; (b) hostile or warlike action in time of peace or war; (c) strikes; (d) statutes, ordinances or other legal authority; or (3) any other cause beyond the Management's control.

Section 8. Entire Agreement. This agreement and any other written documents duly executed by the parties hereto constitutes the entire agreement between the parties and there are no verbal representations, warranties, or agreements of any kind whatsoever.

Section 9. Sponsor Approval. Final approval of this agreement is at the sponsor's discretion. THIS AGREEMENT IS SUBJECT TO THE TERMS, PROVISIONS, OBLIGATIONS, COVENANTS, AND CONDITIONS PRINTED ABOVE AND ON THE BACK OF THIS AGREEMENT (OR ACCOMPANYING FORM TITLED "RULES AND REGULATIONS GOVERNING THE INDUSTRIAL,

CONSTRUCTION AND PLANT MAINTENANCE EXPO" WHICH ARE MADE A PART HEREOF AND WHICH EXHIBITOR ACKNOWLEDGES THAT IT HAS READ. RULES AND REGULATIONS GOVERNING INDUSTRIAL, CONSTRUCTION AND PLANT MAINTENANCE EXPO. INDEMNIFICATION AND LIABILITY INSURANCE. Except for such loss or damage as may be caused by the negligent or willful act of the Management, its agents, or employees, the Management shall not be liable to Exhibitor, its officers, agents, employees, customers, invitees or third parties for loss of or damage to property, including goods, wares and merchandise, or for injury or death to persons which may arise from the rental and occupation of the leased space and Exhibitor agrees to indemnify and hold the Management harmless from any loss or damage by reason thereof. Insurance, if desired by Exhibitor, must be obtained by them at their own cost and expense.

UTILITIES. Exhibitor agrees to contract and pay for any and all utility service required by them at the expo.

CHARACTER OF EXHIBITS. The Management may at its sole discretion rent space for any exhibit, which has industry or educational value. Each and every exhibit must be constructed and operated in good taste and in accordance with the best interests of the INDUSTRIAL, CONSTRUCTION AND PLANT MAINTENANCE EXPO. The Management may prohibit the installation and operation of any exhibit not meeting its approval.

SETTING UP EXHIBITS. All exhibits must be completed and in place by 10:00 a.m. on the opening day of the show. Tape, adhesives or other fasteners to secure booth materials to the wall or ceiling are prohibited. Tape may be used to hold carpet in place, but it must

be removed at the closing of the show. Side partitions must not block the view of neighboring exhibits and should not extend more than five feet (5') on either side if they are higher than three feet (3'). Helium balloons are prohibited.

OPERATION OF EXHIBITS. All sales, publicity and distribution of any printed matter, souvenirs, or other articles by Exhibitor shall be restricted to the space occupied by the exhibit. Carnival tactics are expressly prohibited. If Exhibitor uses a public address system the volume must not interfere with other exhibitors. The Management in its sole discretion may prohibit the conduct of any activity by Exhibitor that it deems not in the best interest of the INDUSTRIAL, CONSTRUCTION AND PLANT MAINTENANCE EXPO.

MAINTENANCE AND CARE OF EXHIBITS. The Management will maintain or cause to be maintained all aisle space at the show, but Exhibitor agrees to not throw refuse on the floor, or any other material which may endanger public safety or inconvenience other Exhibitors. Exhibits must be cleaned and/or put in proper order at least one (1) hour before the show opens each day.

FIREPROOFING SIGNS, DECORATIONS, ETC. Any sign or decoration used in an exhibit must be of fireproof material or be made fireproof by treatment with fireproofing liquid.

FOOD AND BEVERAGES. Any sample or beverage item that is part of Exhibitor's product line may be handed out in small portions. Any food or beverage item not a part of Exhibitor's product line (popcorn, soft drinks, etc.) must be purchased from the food service at the hall.

REMOVAL OF GOODS. Exhibits, or any portion thereof, may not be removed by any Exhibitor during the show INDUSTRIAL, CONSTRUCTION AND PLANT MAINTENANCE EXPO without the prior written consent of the Management. Removal of goods from the area must be effected through the shipping entrance and may be completed only after completely filling out an Exhibit Removal Form from the Management's show office. Due to liability, all exhibits must remain in your assigned booth until the close of the expo. Should an exhibitor disregard this liability code the exhibitor assumes full responsibility for any accident, damage, incident, etc. A penalty of \$250.00 may also be assessed to the exhibitor for violation of this code.

EMPLOYEES' PASSES OR BADGES. Employees' passes or badges will be issued from the Management's show office to the Exhibitor the day the show opens, but only after full payment has been received from the Exhibitor. The Management in its discretion may refuse to issue passes or badges to persons whose presence the Management deems not in the best interest of the INDUSTRIAL, CONSTRUCTION AND PLANT MAINTENANCE EXPO. INTERPRETATION. These rules and regulations have been drawn for the purpose of providing a successful INDUSTRIAL, CONSTRUCTION AND PLANT MAINTENANCE EXPO I. The Management shall have full power to interpret the rules and regulations and/or make such rulings as may appear to be for the interest of the entire expo.

COPYRIGHT INFRINGEMENT INDEMNIFICATION. Exhibitor warrants and represents that no music, literary or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this contract unless exhibitor has previously thereto obtained written permission from the copyright holder. Exhibitor acknowledges that he acts under this contract as an independent Exhibitor charged with responsibility, in his sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works. Exhibitor warrants that in the performance of this contract he will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Exhibitor will indemnify, save and hold harmless the INDUSTRIAL, CONSTRUCTION AND PLANT MAINTENANCE EXPO, and its officers, agents, employees, and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works.

In case suit or other action is instituted by the UTAH INDUSTRIAL AND CONSTRUCTION EXPO to enforce compliance with this agreement, INDUSTRIAL, CONSTRUCTION AND PLANT MAINTENANCE EXPO shall be entitled, in addition to the costs and disbursements provided by statute, to its costs actually incurred, including reasonable attorney's fees and/or collection fees.

Cancellations/Refunds: All booth sales are final. No Refunds. The undersigned understands and agrees that upon acceptance, Exhibitor has received the immediate benefit of having exhibition space reserved solely for its benefit and use, and that ICPM EXPO no longer has the ability to offer this space to any other Exhibitor. Therefore, the undersigned agrees that all Fees paid to Management are non-refundable.