

MAY 29 - 30, 2019 ARIZONA GRAND HOTEL PHOENIX, ARIZONA

EMERGENCY MANAGEMENT LEADERS CONFERENCE		
PREPARE + RESPOND + RECOVER + MITIGATE	A DDI ICATION	

EXHIBIT	' APPLICATIO	$\overline{\mathbf{N}}$
Company:	Primary Product or Service:	
Sales/Marketing Contact:		
On-site (booth) Contact:		
Address:		
City: Province/S		Country:
Phone: Fax*: ** By providing your fax number and/or e-mail address you are c	consenting to receive communications fr	om EMLC and its affiliates via these media.
EXHIBI	IT SPACE ORDER	
PLEASE MAKE YOUR SELECTION	BY CHECKING THE APPROF	PRIATE BOX BELOW
Booth size is 100 sq. ft. (10'x10'). Includes back wall, side walls, floor cling & directory listing. NOTE: BOOTH FURNISHINGS ARE NOT INCLUDED! These must be ordered separately. Includes 2 full conference registrations.  \$3,300 NEW EXHIBITOR \$2,900 RETURNING EXHIBITOR  We do NOT wish to be located near the following companies:  1	\$1,995 per Table	LARGE DISPLAY  With the purchase of a 10x10 exhibit booth OR a table-top display, large product display space is available outside of the meeting rooms and exhibit hall. A hard-panel sign with logo will be placed next to your exhibit.  \$1,000 per vehicle / display
ORDER TOTAL: \$		D.
Authorized by:  Title / Position:  Telephone:  E-mail:	By signing this form, signatory accenter into this agreement on behalf acknowledges and confirms he/she h participating in EMLC; agrees to con-	Date:  knowledges and confirms he/she has the authority to of the organization listed on this form as "Company"; has read and is familiar with all terms and conditions of mply with all terms and conditions of this agreement as authority to EMLC management to process this order as
PAYMEN	NT INFORMATION	
PAYMENT OPTIONS (check one): Visa MasterCard	AMEX Check (Please	e make checks payable to PERFECT WORLD INC.)
Card Holder NAME:	Card #:	Exp:/ CSV:
Card Billing Address:	City:	State Zip:
Signature - CREDIT CARD CHARGE AUTHORIZATION:  Note: Checks issued for payment must be received within ten (10) business  PLEASE RETURN TO:	s days from the date of application. If pa	

Emergency Management Leaders Conference C/O Perfect World, Inc. 1080 Ballington Drive \* Cumming, GA 30041 T: 470-344-2400 / F: 404-935-9888 / E: sales@emlc.us

Show Management:\_ Date Received: \_



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## **TERMS & CONDITIONS**

EVENT: The 2019 Emergency Management Leaders Conference ("EMLC"), scheduled May 29 - 30, 2019 at The Arizona Grand Resort and Spa, located at 8000 S. Arizona Grand Parkway Phoenix, Arizona 85044, further designated as "Event" in this document

MANAGEMENT: "EMLC" is owned and operated by Perfect World, Inc., a Georgia Corporation located at 1080 Ballington Drive, Cumming, GA 30041, USA, further designated as "Management" in this document.

EXHIBITOR: The "Exhibitor" is the party listed on this agreement as "Company", whose authorized officer has signed this agreement.

BINDING AGREEMENT: The issuance of a written confirmation notice, in response to a submitted Exhibit Application, shall constitute a binding contract of participation between Management and the Exhibitor. The Exhibitor and Management acknowledge these Event Terms and Conditions as the elements of the contract of participation. Violations of any of the Event Terms and Conditions of the contract shall entitle Management to exclude an Exhibitor from the Event and seek remedies for damages caused by such violations. The Exhibitor must comply with the Event Terms and Conditions relating to the officially designated show contractors, the facility, and governmental authorities. All sales are final.

PAYMENT TERMS: Payment is due in full with signed agreement. Management, at its sole discretion, may agree to payment arrangements on a case-by-case basis. Such arrangements must be agreed by both parties in writing and are only applicable to the event represented within this document.

CANCELATION TERMS: In the event that an exhibitor cancels the exhibit space contracted, the exhibitor must do so in writing and will be obligated for amount of contracted fees as follows:

- · Cancelation 145 days prior to event or greater: 50% of total contracted funds (On or before 5:00PM Eastern Standard Time, Friday, January 04, 2019)
- Cancelation 144 days prior to event or less: 100% of total contracted funds (After 5:01PM Eastern Standard Time Friday, January 04, 2019)

CONDITIONS OF PAYMENT: Any dispute by Exhibitor with any exhibitor or event services provided by Management or any affiliate, or the amount charged for the same shall be reported to Management in writing within 15 days from the date of invoice relating to same, time being of the essence (but such dispute shall not affect Exhibitors obligation to make payment within 15 days as set forth below). Failure to report any such dispute within such time shall constitute a waiver of any claim by Exhibitor with respect to such dispute. Whether sums are due under contract or open account, it is understood that all invoices are due upon receipt and are considered delinquent if not paid within 15 days from the date of invoice or the date as indicated on the invoice. Should timely payments not be made as stated, Exhibitor agrees to pay all collection agency fees and expenses, and other costs of collection, including reasonable attorney fees and court costs which may be incurred by Management or any affiliate in pursuing and collecting payment. Exhibitor understands failure to provide prompt payment may cause damages to Management, and as such, understands Management may seek remedy of such damages. The liability of Exhibitor shall not be transferred to Third Parties. The party executing this agreement acknowledges Management's authority to bind Exhibitor and understands the execution of this agreement has caused the Exhibitor to be bound by the terms hereof. Exhibitor shall remain obligated to pay to Management the amount of any bills rendered by Management within the time specified and until payment in full is received by Management. Payment by Exhibitor to Third Parties or by Third Parties to Exhibitor shall not constitute payment to Management and only those payments made directly to Management.

USE OF EXHIBIT SPACE: The Exhibitor contracts to use the booth for the duration of the Event in conformity with Management's guidelines. Management has the right to relocate a booth at its discretion. The Exhibitor and its representatives shall conduct themselves in a business-like manner and allow any and all individuals including other exhibitors, entrance to their booth during the Event hours. In cases of disruptive and unprofessional behavior, Exhibitor has the right to ask disruptive individuals to leave its booth. Management reserves the right to revoke trade show participation privileges from such individuals. Exhibits may not obstruct overall view or hide the exhibits of others. Except for booths provided by management or its official contractors, all booths must be approved by Management prior to construction. Management reserves the right to restrict or remove exhibits that are distracting or detract from the character of the Event. Booths must be set up prior to the opening of the Event. Management has the right to reallocate a booth at its discretion if the Exhibitor has not appeared or begun to set up the booth by 8:00 a.m. the morning of the opening of the Event. The Exhibitor will assume the cost of any additional services/equipment required for their respective exhibit space. Should a two-story booth be approved by Management, the Exhibitor agrees an additional charge of 50% of the exhibit space rental fee will apply.

BOOTH RESPONSIBILITY: Though Exhibitor is encouraged to participate in all Event activities, Exhibitor will maintain personnel in the booth during exhibition hours. Any exhibitor dismantling their booth prior to the official show announcement may be charged a fee of \$1,000 and could be prohibited from participation in future events. Exhibitor assumes responsibility and agrees to indemnify and defend Management, its subsidiaries and affiliates and their respective owners, employees and agents against any claims or expenses arising out of the use of the exhibitior premises. The Exhibitor understands that Management does not maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance. Under no circumstance shall Management be required to defend or indemnify Exhibitor for loss or damages caused or incurred by Exhibitor.

EVENT SCHEDULE: The duration of the event, set-up times and hours of operation is be published in the Exhibitor Manual. Construction and dismantling hours must be adhered to unless advance written approval is received from Management.

SALES ACTIVITIES: All sales activities must have written approval by Management; any royalties or commissions resulting from sales activity must conform to the Event Terms and Conditions. Exhibitors must comply with all local, state, and federal sales tax guidelines and regulations.

ADVERTISING AND PUBLICITY: All Exhibitor promotional material and goods are limited to the designated display area. Exhibitors may not carry out publicity activities outside the boundary of the booth or in or near any portion of the Event facility, official Event Hotels or Event transportation without advance written permission from Management. Acoustic presentations are permitted only if they are arranged in a way that other Exhibitors are not disturbed by them and visitors are not disturbed or hampered by them. Management reserves the right, at its sole discretion, to prohibit and remove any publicity/presentations not previously approved or not meeting the standards of the Event.

PICTURE AND SOUND RECORDINGS: No visual reproduction, including sketches, or sound recordings of exhibition samples, exhibition booths, seminars, demonstrations or performances shall be permitted without written approval from Management. An Exhibitor shall be entitled to make visual and sound recordings or drawings of its own booth or products exhibited during the hours of operation of the Event. Management shall be entitled to make picture, video and sound recordings, as well as sketches of exhibition booths or individual exhibits, for the purpose of documentation or for its own publications.

MEDIA AND PRESS RELATIONS: Any activities conducted by the media whether arranged by the Exhibitor or separately shall be approved, conducted and coordinated through the Management's Press Office.

EXCLUSION OF LIABILITY: In Event fails to take place as scheduled or is interrupted and/or discontinued or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, acts of domestic or foreign terrorism, fire, violence, civil disturbance, building malfunction, inclement weather, epidemic, emergency declared by any government agency, or for any other causes beyond the reasonable control of Management including damage caused by visitors to the Event, other Exhibitors or persons acting on their behalf, the Exhibitor releases Management from all damages or claims for damages, including booth rental, sponsorships, or entrance fee refunds. Exhibitor also acknowledges general event attendance is an inherent risk associated with participation in expositions or trade show events. Exhibitor acknowledges Management neither presents nor implies attendance guarantees at Event. As such, in the event that Event fails to present sufficient attendance in terms of quality and/or quantity by any standards, the Exhibitor releases Management from all potential related damages or claims, including but not limited to booth rental, sponsorships, or entrance fee refunds. Under no circumstance shall Management be required to defend or indemnify Exhibitor for loss or damages caused or incurred by Exhibitor.

SECURITY AND LIABILITY: All local, state and federal laws shall be observed within the facility and for the duration of the Event. The Exhibitor shall observe all safety regulations of the facility, directives by security personnel and Management. Exhibitor shall be liable for all damage to persons or property, economic losses which have been caused by booth construction, booth equipment, exhibits and any employees acting on its behalf. Exhibitor shall obtain all required permits prior to the commencement of Event and have them available for inspection by Management, the facility, and governmental authorities. Management will provide Security during the construction of and dismantling times as well as throughout the duration of Event, but is not liable for the loss or damage of any Exhibitor property.

INSURANCE: The Exhibitor is responsible to provide sufficient insurance protection. Please refer to the "Exhibitor Insurance Requirements" section of the Exhibitor Services Manual, a.k.a. "Exhibitor Kit".

CLAIMS: Any claims of the Exhibitor shall be made in writing to Management no later than 14 days following the closing of the Event.

EXHIBITOR MANUAL: Specific information about booth construction, dismantling, transport companies, packing materials and rules, Exhibitor services etc. will be contained in the Exhibitor Manual.

FIRE PREVENTION: The Exhibitor shall not use any flammable decorations or coverings for display purpose. All fabrics or other material used for decoration purposes shall be flameproof. The Exhibitor shall comply with all applicable fire regulations.

BOOTH DISMANTLING: The exhibition area is to be returned by Exhibitor in the same condition as it was handed over. In the case of any damage to the exhibition area or the halls (structure, floor, cables, ducts, etc.), it shall be repaired at Exhibitor's expense. If the removal of the booth and contents is not completed by the specified time, Management may remove the booth and contents, and all costs for removal and storage or disposal will be at the expense of Exhibitor. Management shall assume no liability for exhibits or contents left behind.

COMMERCIAL TRADEMARK AND OTHER COMMERCIAL RIGHTS: Management expects Exhibitors to honor commercial trademarks and other commercial rights. In case of documented trademark or other commercial right infringements, Management reserves the right to exclude an exhibitor from the current and future Events. This stipulation does not create an obligation for Management to take such action. Management does not accept any liability for commercial rights infringements that may be committed by an Exhibitor.

AMENDMENTS: Any amendments to this contract shall only be accepted in writing and must be approved in writing by Management.

GOVERNING LAW. This Agreement and its validity, construction, performance and breach shall be governed by the laws of the State of Georgia applicable to agreements made and to be wholly performed therein. This Agreement has been negotiated and entered into in Georgia and its validity, construction, performance and breach, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of Georgia applicable to agreements made and to be wholly performed therein. Each party to this Agreement consents to the jurisdiction and venue of Fulton County, Atlanta, Georgia for purposes of enforcing this Agreement.