

EARLY BIRD SIGN UP 2019 EXHIBITOR AGREEMENT

THE 2019 ASI ROADSHOW SCHEDULE <small>Schedule subject to change.</small>				EXHIBIT	BUS/ CARGO	CARGO ONLY
1	Pacific	January 21-24	Seattle, Portland, ➔ Sacramento, San Francisco			
2	Mid-Atlantic	February 25-28	Philadelphia, Baltimore, Washington, D.C., Virginia			
3	So. California	March 18-20	Van Nuys, Irvine, San Diego			
4	Midwest	March 25-29	Minneapolis, Des Moines, Omaha, Kansas City, St. Louis			
5	Great West	April 8-11	Salt Lake City, ➔ Denver, ➔ Albuquerque, ➔ Phoenix			
6	Canada West	June 3-6	Vancouver, ➔ Travel Day, Calgary, Edmonton			
7	Northeast	August 19-22	Boston, Stamford, Long Island, North Jersey			
8	Southeast	September 9-13	Raleigh, Charlotte, Atlanta, Nashville, Memphis			
9	Louisiana/Texas	September 30- October 4	New Orleans, Baton Rouge, Houston, San Antonio, Austin			
10	Great Lakes	October 14-17	Buffalo, Cleveland, Detroit, Indianapolis			

*Please note, the ASI Roadshow welcomes ASI distributor members' end-buyers to be escorted to the show. For more information, contact your account manager.

➔ = Flight/No Bus Service

****Announcing a NEW event in Toronto coming June of 2019 – more details coming soon!****

SPECIAL EARLY BIRD PRICING (VALID UNTIL OCTOBER 1, 2018):

5-day Roadshow Week..... \$1,435 _____ x \$1,435 per week = _____
 4-day Roadshow Week..... \$1,150 _____ x \$1,150 per week = _____
 3-day Roadshow Week..... \$860 _____ x \$860 per week = _____
 \$499 for an additional table _____ x \$499 per week = _____
 \$499 one city option (vs. entire week) _____ x \$499 per city = _____
 Extra Charges: Bus/Cargo Service: \$163*; Cargo Only: \$138*; Electricity: \$20* = _____

*Please note, price points are per day.

EXHIBITOR FEE INCLUDES: 8' SPACE, LIGHT SNACKS AND ATTENDEE LIST VIA EMAIL.

The contact information may be used only by exhibiting company and cannot be transferred to another person or entity. Any misuse of this information will result in a \$1,500 fine. Attendee list only available to ASI supplier members. Only attendees who have checked the email opt-in box will have their email included in the list. Prices and dates are subject to change.

TOTAL = _____

CONTACT INFORMATION:

Company _____ asi/ _____
 Line Name _____
 Contact _____ Rep Name _____
 Address _____
 City _____ State _____ ZIP _____
 Business Phone _____ Business Fax _____
 Email _____ Rep Cell _____

PAYMENT METHOD:

A minimum deposit of \$250 per show week is due with registration. The deposit must be paid by the discount deadline to receive the early bird pricing. The balance is due 60 days prior to show week. Discount does not apply to extra services. By using a credit card, I authorize ASI Show to charge the balance when due on my credit card for ASI Roadshow weeks. Payment must be U.S. dollars.

Amount to be paid now \$ _____ Balance due \$ _____

☐ Please use the credit card that ASI Show has on file.

☐ Please contact me about using a credit card.

SIGNATURE:

See reverse for Terms and Conditions.

I have read and understand the ASI Roadshow Terms and Conditions located on reverse side of this form in its entirety. My signature below indicates my acceptance of the entire agreement.

Signature _____ Date _____

ASI SHOW
EVENTS
ASI SHOW | fASISuite | fASI500 | ASI ROADSHOW

08/27/18

THE ASI ROADSHOW EXHIBIT RESERVATION AGREEMENT TERMS AND CONDITIONS

This contract is a firm commitment to exhibit with non-refundable payments. This application for exhibit space becomes an official Agreement when signed by my Company. The use of "MY," "YOU," "YOUR" or "WE" means you or your Company for which you are signing this Agreement. We, as an exhibitor, agree to the following statements:

EXHIBITOR RULES: Exhibitor's table space may not be re-sold, transferred or assigned. Only the company completing the front of this form may show the products it sells to distributors in your space. You may only exhibit your products and services. You agree that Show in its sole discretion will assign you your space. You agree that Show in its sole discretion may change your assigned space at any time.

Solicitation of employees/consultants/contractors during the Roadshow hours is prohibited. Your display must be for the sole purpose of promoting Your supplier business.

INSURANCE: You are completely and solely responsible for Your table space, the materials that You ship to and from the show, and the material in your space whether shipped by Show or a Third-party. Consequently, You should have appropriate insurance.

The ASI Show ("Show") reserves the rights to reject, eject, or prohibit any exhibit in whole or part, with or without giving cause. Show liability for rejection without giving cause shall be limited to a refund to You of the amount of fees unearned at the time of ejection. However, if You or Your exhibit is ejected for violation of these rules or any other stated reason (with cause), no return of fees will be made.

TABLE SPACE FEES: Show requires a deposit of \$250 per table per week for the traveling shows. Agreements without payment will not be processed, without exception. Methods of payment include Visa, Discover, MasterCard or American Express. Deposits are non-refundable, non-creditable and non-transferable. Balance is due 60 days prior to show week.

Additional table space will be at the then current price. Any reduction in Your table space will result in loss of any discounts and the forfeiture of priority points.

There are no refunds for cancellations for the ASI Roadshow. All cancellations must be made in writing to show management.

CANCELLATION OF TABLE SPACE: Deposits are non-refundable, non-creditable and non-transferable. Any bonus priority points will be forfeited. Any exhibitor who has reserved a table and does not attend the show without notifying show management in writing a minimum of 60 days before the show will be charged the full, non-discounted fee for table space. Exhibitors who notify show management in writing of table cancellation 60 days prior to show week will receive full credit less deposit. All amounts forfeited are considered to be liquidated and agreed upon damages for injuries that Show will suffer as a result of Your cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from the availability at a time when other parties would be interested in applying for it will cause Show to sustain damages. In this situation, Show damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. The date of cancellation shall be the date Show receives the written notice. Regardless of when Your cancellation is received, You remain responsible for the full contract amount.

LISTINGS AND PROMOTIONAL MATERIALS: By exhibiting at the Show, You grant to Show or its affiliates a fully paid, perpetual non-exclusive license to use, display and reproduce Your name, trade names and product names in any directory (print, electronic or other media) listing Your Company at the Show and to use such name in Show or its affiliates promotional materials. Show shall not be liable for any errors in any listing or descriptions, or for omitting You from the show program or other lists or materials. Companies not current with payment to the Show or one of its affiliates will not be included in the show program.

ASSUMPTION OF RISKS; RELEASES: You expressly assume all risks associated with, resulting from or arising in connection with Your participation at the traveling show including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. You have sole responsibility for Your property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by Your insurer. Neither Show or the exhibit facility accepts responsibility, nor is a bailment created for property delivered by or to You. Neither Show or the exhibit facility shall be liable for, and You hereby release all of them from and covenants not to sue any of them with respect to any and all risks, losses, damages and liabilities described in this paragraph.

INDEMNIFICATION: You shall indemnify, defend (with legal counsel satisfactory to Show), and hold Show, its affiliates, and the exhibit facility harmless from any claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from, or arise out of or in connection with: (a) Your participation or presence at the traveling show, (b) any breach by You of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which You are otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret, or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from Your actions; (f) harm or injury (including death) to You; and (g) loss of or damage to Your property, Your business, or Your profits, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

CANCELLATION BY SHOW: If You fail to make a payment required by this contract in a timely manner, Show may terminate this contract (and Your participation in the show) without further notice and without obligation to refund monies previously paid. Show reserves the right to refuse You permission to move in and set up an exhibit if You are in arrears of a payment due to Show or one of its affiliates. Show is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and

without releasing You from any liability hereunder. Show may also terminate this contract, effective upon written notice of termination, if You breach any of Your obligations under this contract, without any obligation on the part of Show to refund any payments previously made and without releasing You from any liability arising as a result of, or in connection with such breach.

CANCELLATION OF THE SHOW: If Show cancels the ASI Roadshow due to circumstances beyond its reasonable control (for example: acts of God, acts of war, act of terrorism, earthquake, government emergency, or government actions, labor actions or unavailability of the Exhibit Facility), Show shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of Show to Exhibitor. Show reserves the right to cancel, rename or relocate Show or change the dates of the ASI Roadshow that are not more than 90 days earlier or 90 days later than the dates on which the ASI Roadshow was originally scheduled to be held. If Show should take such action, no refund will be due to the Exhibitor, but Show shall assign to the Exhibitor, in lieu of the original space, such other space as Show deems appropriate and the Exhibitor agrees to use such space under the terms of this contract. If Show removes or restricts an exhibit which it considers objectionable or inappropriate, no refund will be due to the Exhibitor. If Show elects to cancel the ASI Roadshow other than for such a reason previously described in this paragraph, Show shall refund to each Exhibitor its entire table space rental payment previously paid, in full satisfaction of all liabilities of Show to Exhibitor.

COPYRIGHTED MATERIALS: You shall not play or permit the playing or performance of, or distribution of any copyrighted material at the traveling show, unless you have obtained all necessary rights and paid all required royalties, fees or other payments.

OBSERVANCE OF LAWS: You shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the exhibit facility (including any union labor work rules). Without limiting the foregoing, You shall construct Your exhibits to comply with the Americans with Disabilities Act.

TAXES AND LICENSES: You shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Show. You shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, or other fees, charges, levies, or penalties that become due to any governmental authority in connection with its activities at the Show.

INSURANCE: You shall, at Your own expense, secure and maintain through the term of this contract, including move in and move out, Worker's Compensation Insurance, Comprehensive General Liability Insurance and Automobile Liability Insurance.

ADDITIONAL TERMS AND CONDITIONS: Show has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by You shall be deemed fully earned and non-refundable at the time of payment. You shall conduct yourself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, Show, in its sole judgment, may refuse to consider You for participation in future Shows if You violate or fail to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of Show. You may not assign this contract or any right hereunder, nor may You sublet or license all or any portion of Your table space. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions on any purchase order or other documents You submit to the Show. No presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by a particular party. You agree if the Show takes legal action to enforce this Agreement, You shall be responsible for all reasonable costs, including attorney fees, for such enforcement.

INCORPORATION OF RULES AND REGULATIONS: Any and all matters pertaining to the ASI Roadshow and not specifically covered by the terms and conditions of this contract shall be subject to determination by Show in its sole discretion. Show may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to You. Any such rules and regulations are an integral part of this contract and are incorporated herein by reference.

ASSUMPTION OF RISK; DISCLAIMER OF LIABILITY: ALL PRODUCTS AND SERVICES ARE PROVIDED "AS-IS." THE SHOW DISCLAIMS ANY AND ALL WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE SHOW MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED CONCERNING THE NUMBER OF PEOPLE OR EXHIBITORS WHO WILL ATTEND A SHOW OR ANY OTHER ACTIVITIES OR FUNCTIONS OR ANY OTHER MATTERS. IN NO EVENT SHALL THE SHOW BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE OR PROFITS REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SHOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM LIABILITY OF THE SHOW EXCEED THE TABLE SPACE FEES PAID.

JURISDICTION AND VENUE: This Agreement shall be governed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflicts of law. The parties agree to submit to the exclusive personal jurisdiction and venue of the state courts in Bucks County, Pennsylvania or the federal court in the Eastern District of Pennsylvania for disputes relating to, or concerning this Agreement.