



EXHIBITION AND SPONSOR AGREEMENT

1. Company _____ SeniorLeaf Contact _____
Contact _____ Title _____
Email Address _____
Address _____
City _____ State _____ Zip Code _____
Phone _____ Mobile _____

2. EXHIBIT SPACE

Booth includes one 8' draped table & 2 chairs

- Single Booth (10'x10') \$ _____
- Double Booth (10'x20') \$ _____
- Triple Booth (10'x30') \$ _____
- Quad Booth (10'x40') \$ _____
- Jumbo Booth (20'x30') \$ _____
- Non-Profit Booth (10'x10') limited availability \$ _____
- Corner Booth (in addition to prices above) \$ _____

3. SPONSORSHIP LEVEL

- Platinum \$ _____
- Gold \$ _____
- Bronze \$ _____
- None

4. PRODUCT DISPLAYED

The following products and/or services will be exhibited in your booth (with the understanding that only products listed below may be exhibited and are subject to Show Management approval):

5. ADDITIONAL NOTES

Booth Numbers Chosen _____

Special Notes _____

Do Not Locate By _____

6. PAYMENT

Pay via online portal: https://eventhub.net/events/Salt-Lake-Senior-Expo_1841

Signature _____ Date _____

CONTRACT TERMS & CONDITIONS

This Agreement is made and entered into on this ____ day of _____, 2020, by and between Deseret Digital Media, Inc. ("DDM") and the renter or dealer of booth space ("Dealer") under the following terms and conditions:

Rental Terms & Conditions

- DDM will rent to Dealer the booth space identified on Exhibit A ("Exhibition and Sponsor Agreement"). DDM will assign booth space at its discretion and may change any booth assignments.
- Dealer agrees to compensate DDM the amount set forth on Exhibit A.
- The term of this Agreement shall be as set forth on Exhibit A. DDM may terminate this Agreement for any reason or no reason, upon seven (7) days' notice to Dealer.
- Dealer agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the Facility and operation of the exhibition ("Event"), including parking, at the exhibition facility ("Facility").
- Dealer agrees to occupy the Booth during the Event hours and to sell, promote or advertise only the products and services described in this agreement. Exhibits must be fully set-up as set forth in Exhibit A. DDM may suggest modifications to any exhibit, in part, or in whole, at its discretion.
- DDM reserves the right, in its sole and unfettered discretion, to: (i) determine the eligibility of Dealers and exhibits for the Event; (ii) reject or prohibit any exhibits or dealers; (iii) change or modify the layout of the Event and/or relocate exhibits or dealers; (iv) cancel, in whole or in part, the Event due to an event of force majeure; or (v) change the date, location and duration of the Event, without any liability to DDM.
- This agreement is non-cancellable. If Dealer violates or breaches any terms or conditions of this Agreement, all of which are deemed material, all payments made by Dealer and all amounts due to DDM shall be deemed earned by DDM and all deposits received shall be non-refundable and non-transferable.
- Dealer will not cause or permit beer, wine, liquor or any other alcoholic beverage of any kind to be sold, given away or used at the Event.

Representations, Warranties

- Dealer is responsible for, and must obtain, all permits and licenses required to participate in the Event, which may include, but not be limited to, sales tax permits and licenses from the appropriate Department of Health and Welfare.
- Dealer's Event materials must meet all applicable fire and safety regulations. No open flames or cooking grease permitted at Event. Dealer will not use, store or transport any hazardous materials at Event.

Intellectual Property, Licenses

- The playing, performing, reproduction, broadcasting or other use at the Event of music, materials, devices, or processes that are subject of any third-party copyright, trademark, industrial design, patent or any other intellectual property right by the Dealer or its agents is prohibited without DDM's written consent.
- Dealer hereby grants DDM and its related entities, employees, agents, assigns and representatives the full right to create and obtain any film, audio tape, video, audio-visual work, photograph, illustration, animation, broadcast, or in any media or embodiment of Dealer's Booth, as well as Dealer, without compensation, perpetually, throughout the world to, including without limitation, use, print, produce, publish, copy, display, perform, exhibit, transmit, broadcast, disseminate, market, advertise, sell, lease, license, transfer, modify, or create derivative works in any medium or format now known or yet to be invented, for any purpose whatsoever.
- Dealer may not use the Event logo or any other DDM tangible or intangible property without written consent.

Liability/Indemnification/Disclaimers

- Dealer is responsible for any loss, theft or destruction of its goods or property while at the Event. To the fullest extent allowed by law, DDM and the owner/operator of the Facility, and their respective officers, directors, members, employees, agents and representatives, are not responsible for the acts or omissions of any security equipment or security personnel.
- Dealer shall protect, indemnify, defend and hold harmless DDM, the owner/operator of the Facility and any person associated with the sponsorship or administration of the Event, and their respective officers, directors, members, employees, agents and representatives, (collectively, the "Indemnified Parties") for, from and against any third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, penalties, taxes, levies, fines, judgments, settlements, costs, expenses, legal fees and disbursements, and accountants' fees and disbursements, incurred by, borne by or asserted against any of the Indemnified Parties that relate to, arise out of or result from Dealer's participation in the Event, rental or use of the Booth, or violations of intellectual property.
- DDM DOES NOT GUARANTEE ANY AMOUNT OF VISITORS TO THE EVENT, OR SALES, OR THE AMOUNT OF REVENUE, IF ANY, TO BE EARNED BY DEALER DURING THE EVENT. DDM'S SERVICES ARE PROVIDED ON AN "AS IS/AS AVAILABLE" BASIS. DDM HEREBY EXPRESSLY DISCLAIMS ALL PROMISES, REPRESENTATIONS AND WARRANTIES OF ANY KIND RELATING TO THE SERVICES OR BOOTH, INCLUDING, BUT NOT LIMITED TO, THEIR CONDITION, THEIR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION AND THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS. DDM MAKES NO OTHER WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND HEREBY DISCLAIMS THE SAME, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- DDM'S MAXIMUM LIABILITY FOR DAMAGES IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION, WILL NOT EXCEED THE TOTAL AMOUNT PAID BY DEALER PURSUANT TO THIS AGREEMENT. IN NO EVENT WILL DDM BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, BUSINESS OR GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, EVEN IF DDM HAS BEEN ADVISED OF OR KNEW OF THE POSSIBILITY OF THE DAMAGES, AND DEALER RELEASES DDM FROM ALL LIABILITY FOR SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY AND DISCLAIMER OF DAMAGES APPLIES EVEN IF ANY REMEDY UNDER THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

Misc.

- Neither party shall be liable to the other for delays in or failure of performance due to causes beyond such party's reasonable control, including but not limited to acts of God, acts of civil or military authority, priorities under governmental authority, fires, severe weather, floods, epidemics, war, terrorism, embargo, riots or national company strikes by or involving third parties or other causes beyond the control of the affected party, telecommunications line failures, electrical outages, or network failures.
- DDM and Dealer are entirely independent of each other and each party has sole responsibility and authority for the conduct of its own business.
- This Agreement and any subsequent agreements based hereon will be governed by Utah law.
- Dealer may not assign this Agreement, nor sublet the Booth, without DDM's consent in writing.
- Failure to enforce any provision will not constitute waiver. If any provision is found unenforceable, it will be interpreted to best accomplish the unenforceable provision's essential purpose.

Signature _____ Date _____