

# FCCA Cruise Conference & Tradeshow, Terms & Conditions for Participation

**1. DEFINITIONS.** The term "Event" means the FCCA Conference and Tradeshow scheduled to be held October 25, 26, 27, 28, 29, 2010, at the Renaissance Santo Domingo Jaragua Hotel and Casino. The Event is owned, managed and produced by the Florida-Caribbean Cruise Association ("FCCA"). The term "Organizer" means the Florida-Caribbean Cruise Association, and their officers, directors, agents, affiliates, representatives, employees, successors and assigns. The terms "Exhibitor" or "Sponsor" means the company or person listed on the facing page, together with its officers, directors, shareholders, contractors, agents, representatives, employees and/or invitees, as applicable.

**2. ACCEPTANCE BY ORGANIZER.** FCCA, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to person or firms who supply products and services to the Cruise industry. FCCA may withdraw its acceptance at any time by refunding the Total Space Fee paid if FCCA determines that Exhibitor or its Product(s) is ineligible. FCCA has sole control over attendance policies. FCCA makes no representation or warranties of any kind, express or implied, regarding the Event or the number of persons who will attend the Event.

## **3. ASSIGNMENT AND USE OF SPACE.**

**a. Benefits and License Grant.** FCCA will provide exhibit space (the "Space") at the Event for Exhibitor to display its qualified products and services (the "Exhibit"). The Total Space Fee includes use of the Space and any other benefits as specified in this Application and Contract for Exhibit Space or in the Exhibitor Services Manual as amended from time to time (the "Manual"), which FCCA will supply to Exhibitor. Exhibitor grants to Organizer the right to use Exhibitor's name and logo in connection with the promotion and production of the Event, and to take photographs of its exhibit, booth space and personnel, before, during and after the Event, and use such photographs in connection with its promotion of the Event and future events. Exhibitor may use the Event name before and during the Event solely to promote its participation in the Event and solely in compliance with any guidelines furnished by FCCA.

**b. Space Assignment, Use, Installation, Occupancy, and Dismantling.** FCCA will assign the Space, and may reassign the Space or alter the Event layout or venue at any time. The Space is for Exhibitor's use only. Exhibitor may not share, sell, assign, sublease or charge admission for entry into any portion of the Space (including to an affiliated company) without FCCA's prior written consent. Exhibitor must fully occupy the Space, and must provide displays, equipment, carpeting, etc., unless FCCA specifies otherwise. Any Exhibits supplied by Exhibitor must be constructed safely using sound engineering practices, and must be installed before, occupied during, and dismantled after the Event in accordance with FCCA's schedule. Exhibitor's activities must be confined within the Space, and must be in support of products or services identified on the Application and directly related to Exhibitor's normal business activities. FCCA may refuse permission to exhibit any products or services FCCA deems objectionable or unsuitable for the Event. At the Event, Exhibitor may not exchange goods or money without FCCA's prior written consent, nor assist any other party in soliciting business without FCCA's prior written consent.

**c. Own Risk.** Exhibitor releases Organizer and Event Facilities and waives all claims it has or may have against them, now or in the future, including any subrogation claims by its insurers, for any loss or theft of its equipment, property, materials, proprietary information, or for any similar loss or theft.

**d. Third-Party Contractors.** FCCA may require Exhibitor to use designated third-party contractors to provide certain services ("Required Contractors"), and Exhibitor must then use only the Required Contractors for such services. Notwithstanding such designation, Required Contractors and third-party vendors listed in the Manual act solely as independent contractors, and Organizer is not responsible for their performance, acts, or omissions.

**e. Other Events and Marketing.** Exhibitor agrees that it may not use any Organizer event to leverage any other event in which Exhibitor is a sponsor or participant, and therefore agrees that it may not promote its products or organization within 500 yards of any Event locations, except (i) in advertising contained in periodicals or similar regularly published media or (ii) as permitted by this contract or by FCCA in writing. In the interest of the success of the Event, Exhibitor agrees not to extend invitations, call meetings or otherwise encourage absence of exhibitors or invited guests from the Event or Event Facility during the official hours of the Event or any function sponsored in connection with the Event by Organizer or its official sponsors.

**f. Other Event Payments.** Organizer may apply any payments made by Exhibitor under this contract to any obligation that is past due under any other Event-related agreement between Exhibitor and Organizer, in which case Organizer will notify Exhibitor of such application.

## **4. COMPLIANCE WITH LAWS AND RULES/INSURANCE**

**a. Laws and Rules.** Exhibitor must comply with all applicable local, state and federal laws, regulations, codes and ordinances in connection with its participation in the Event, including but not limited to the rules of the Event Facility and any relevant labor union, and the terms, conditions and rules issued by FCCA in the Manual and otherwise in connection with the Event. Without limiting the foregoing, Exhibitor shall construct the Exhibit in compliance with the Americans with Dis-

abilities Act or its local equivalent. Exhibitor's use of names and lists captured at the Event or provided by Organizer is subject to applicable data protection, email marketing, and privacy laws and regulations, and to any restrictions imposed by the individuals whose names are listed.

**b. Third Party Rights.** Exhibitor will not violate any rights of third parties in connection with its participation in the Event, including but not limited to the reproduction, performance, distribution, or posting of proprietary or copyrighted material (the "Works") without a license, assignment, or other legally effective permission. Exhibitor shall make any and all payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish or reproduce any such Works. Exhibitor specifically agrees, undertakes and assumes responsibility to make any and all reports to such agencies and/or parties including specifically by way of example only ASCAP, BMO, SAC, SESAC and other similar agencies, and to provide evidence of such reports and payments upon request.

**c. Taxes and Licenses.** Exhibitor is solely responsible for obtaining any licenses and permits, and payment of all taxes (including sales and use taxes), license fees, or other charges applicable to its participation in the Event, including taxes collected by Organizer.

**d. Insurance.** Exhibitor shall at its own expense maintain in effect throughout the Event including move-in and move-out days, and provide to Organizer at least thirty (30) days prior to move in to the Event a certificate of insurance showing that there is in effect: (i) a Commercial General Liability insurance coverage of not less than \$1 million single occurrence/\$2 million aggregate combined limit for bodily injury and property damage, including coverage for personal injury, broad form contractual liability, operation of mobile equipment, product and liquor liability (where applicable) and (ii) automobile liability insurance coverage of not less than \$1 million combined single limit for bodily injury and property damage, including coverage for non-owned and hired vehicles, including loading and unloading operators, in which Organizer and the Event Facility are named as additional insured's. Exhibitor acknowledges that the certificate of insurance requirement in the foregoing sentence shall not be deemed waived, nor shall Exhibitor be relieved of its obligation to provide such certificate, even if Organizer provides Exhibitor with the benefits hereunder without having received such certificate from Exhibitor. Exhibitor also agrees to obtain and maintain in effect throughout the Event workers compensation and employers' liability insurance in such minimum amounts as are required by law or are otherwise consistent with prudent business practice. Exhibitor agrees to waive the right of subrogation of its insurance carrier against Organizer and the Event Facility to recover loss sustained for real and personal property.

## **5. CANCELLATION OR TERMINATION**

**a. Cancellation by FCCA.** FCCA may cancel all or any part of the Event for any reason beyond its reasonable control, including but not limited to, natural or public disaster, act of God, acts of terrorism, venue construction, insufficient participation, market fluctuations, government regulation, or similar reasons, in which case Organizer will re-fund to Exhibitor a pro rata portion of any Space Fees already paid to FCCA, after which Exhibitor will have no further recourse against Organizer. A change in the name of the Event does not constitute a cancellation by FCCA.

**b. Cancellation by Exhibitor.** All fees are deemed fully earned and non-refundable when due. Cancellation by Exhibitor must be in writing and will be effective upon receipt by FCCA of an email addressed to james@fcca.com. Exhibitor acknowledges the difficulty in determining a precise value for services rendered and expenses incurred by FCCA for the Event, and of ascertaining damages incurred by FCCA if Exhibitor terminates this contract or Exhibitor's participation in the Event; the amounts due from Exhibitor under this contract as of the effective date of any termination by Exhibitor belong to FCCA and represent an agreed measure of compensation, and are not to be deemed or construed as a forfeiture or penalty.

**c. Termination by FCCA.** FCCA reserves the right to terminate this contract immediately by written notice to Exhibitor in the event of breach or anticipatory breach by Exhibitor of any of the terms and conditions set forth herein, in any addendum hereto or in the Manual, including failure to make any payment when due under the terms of this contract. FCCA 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 Exhibitor from any liability for the Total Space Fee hereunder.

**d. Changes to Event.** FCCA reserves the right to re-name or re-locate the Event or change the dates on which it is held. If FCCA changes the name of the Event, re-locates the Event to another event facility within 50 miles of the Event Facility, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event was originally scheduled to be held, no re-fund will be due to Exhibitor, but FCCA shall assign to Exhibitor, in lieu of the original space, such other space as FCCA deems appropriate and Exhibitor agrees to use such space under the terms of this contract. If FCCA elects to move the Event to an event facility more than 50 miles from the Event Facility or to reschedule the Event to a date more than 30 days earlier or 30 days later than the Event Dates, and Exhibitor notifies FCCA within 10 days after receiving notice of such change that Exhibitor does not want to participate in the Event as a result of such change, FCCA shall refund to

Exhibitor the Total Space Fee paid in full satisfaction of all liabilities of Organizer to Exhibitor.

**6. FCCA MATERIALS.** The Manual and any other methodologies or planning materials distributed to Exhibitor related to the planning or executions of the Event ("FCCA Materials") are owned exclusively by and are confidential information of Organizer. Organizer grants to Exhibitor a nontransferable, nonexclusive license, on an "AS IS" basis, to use such FCCA Materials solely in connection with Exhibitor's participation in the Event. Exhibitor is responsible for obtaining the Manual from FCCA. Upon completion of the Event or earlier termination of this contract, Exhibitor must promptly return the FCCA Materials to FCCA upon FCCA's written request. Exhibitor may use but may not sell lists of Event exhibitors or attendees without FCCA's prior written permission.

## **7. COMPANIES REPRESENTED AT THE SPACE OR STAND**

**a.** The Exhibitor is not permitted to have an additional company represented at the space or the stand, without the prior written consent of FCCA.

## **8. LIMITATION OF LIABILITY; INDEMNITY**

**a.** Under no circumstances is Organizer or the Event Facility (the "Event Providers") liable for lost profits or other indirect, incidental, consequential, or exemplary damages for any of their acts or omissions in connection with the Event, whether or not such Event Provider has been apprised of the possibility of such damages or lost profits. In no event will Organizer's liability hereunder, or otherwise in connection with the Event, exceed the amount actually paid to it by Exhibitor for the Space. Organizer is not liable for any errors in any listing or descriptions or for omitting Exhibitor from any directory or other materials.

**b.** None of the Event Providers are liable to Exhibitor for any damage, loss, harm, or injury to the person, property, or business of Exhibitor, or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the venue or intermediate staging facilities, insufficient participation, accident, or any other reason in connection with the Event or any planning meetings, demonstrations, or stagings, except to the extent such liability arises directly from the willful misconduct of the Event Provider against whom liability is sought to be assessed.

**c.** Exhibitor agrees to defend, indemnify, and hold harmless the Event Providers and those lawfully in the venue from and against any actual or threatened claim, loss, liability, or damage, including reasonable attorneys' fees and expenses, suffered due to (i) Exhibitor's construction or maintenance of an unsafe Exhibit, (ii) Exhibitor's unauthorized or unlawful use of intellectual property of third parties, (iii) the negligence or misconduct of Exhibitor or (iv) Exhibitor's breach of any commitment made hereunder. Exhibitor shall promptly pay for any and all damage to the Event Facility and the property of others caused by Exhibitor.

**d.** Exhibitor acknowledges and agrees that in case of any conflict, the terms and conditions of this Agreement are subject and subordinate to the terms and conditions of the Exhibitor Service Manual, if any.

**9. RELEASE.** Exhibitor acknowledges that the Event may be recorded and reproduced in any form (including but not limited to digital for-mats), and hereby authorizes Organizer and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the Event. Exhibitor agrees to execute or obtain any additional releases from individuals authorized to represent Exhibitor at the Event, in connection with such activity, as necessary to give effect to this provision. Exhibitor agrees that Organizer may, and hereby irrevocably grants to Organizer the right to, use and publish Exhibitor's name as part of any full or partial list or compilation of Event participants. Exhibitor hereby releases Organizer and Organizer's designees from and waives all claims it has or may have, now or in the future, in connection with all activities contemplated by this paragraph 9, and waives any statutory restriction on waivers of future claims or moral rights.

**10. MISCELLANEOUS.** This contract (including the Manual and any additional rules or regulations adopted by FCCA for the Event) will constitute the entire agreement between Exhibitor and Organizer concerning its subject matter, and may only be modified in a writing signed by the parties. Organizer's rights under this contract are not deemed waived except as specifically stated in writing and signed by an authorized representative. If any term of this contract is declared invalid or unenforceable, the remainder continues in full force and effect. Organizer may assign this contract or its responsibilities to any other party. Any action arising out of this contract or the Event must be brought in Florida, Florida, and will be governed by Florida law, exclusive of the choice of law rules of any jurisdiction, and Exhibitor consents to the exclusive venue and jurisdiction in Florida, and waives any right to claim such venue or jurisdiction is not convenient. Organizer is entitled to recover reasonable attorneys' fees and costs in any action to enforce this contract. Exhibitor may not assign this contract to any other party, including a successor in interest in the event of a merger or sale of assets, without the prior written consent of Organizer, in which event Exhibitor must guarantee performance of the assigned obligations. This contract is binding upon the permitted heirs, successors, and assigns of Florida-Caribbean Cruise Association and Exhibitor.