

CHURCH FACILITIES CONFERENCE & EXPO (CFX) 2022 TERMS & CONDITIONS

The Exhibitor agrees to be bound by the information and terms herein and the rules and regulations included in the Exhibitor Manual and/or any other regulations issued by the Company prior to the exhibition.

1. PAYMENT TERMS

A deposit payment of 50% of the Total Exhibit Space Charges will be due upon signing, with the remaining balance due July 1, 2022. Contracts submitted on or after July 1, 2022 must be accompanied by 100% payment in full. For Contracts submitted as part of the Priority Space Selection Process, the initial deposit payment will be due 30 days from signing.

Past due payments shall be subject to a late charge of 1.5% per month (or maximum permitted by law) plus any fees incurred by the Company to recover monies due. There is a \$50 charge for returned checks.

All payments should be made in USD by check, wire, or ACH transfer. For wire and ACH payments contact accounting@ehpub.com for bank instructions. Check payments should be remitted to EH Media, LLC, P.O. Box 989, 20 Speen St., Ste 403, Framingham, MA, 01701. The Exhibitor will not be permitted to occupy their exhibit space unless full payment has been received by the Company.

2. CANCELLATION

All cancellations of participation must be in writing (return receipt required) and shall become effective when received by the Company. Both the Exhibitor and the Company acknowledge that the Company will sustain substantial losses if the Exhibitor cancels its Contract after it has been assigned space. Due to the difficulty of determining said losses, the Exhibitor agrees to pay the following as liquidated damages if the Exhibitor cancels its exhibit space on or within the time periods here specified:

- No penalty or cancellation fee is due if cancelled by October 31, 2021.
- If the Exhibitor cancels all or part of the exhibit space contracted for hereunder before July 1st, 2022, Exhibitor is liable for 50% of the total exhibit space cost.
- If cancellation is made on or after July 1st, 2022, Exhibitor is liable for 100% of the total exhibit space.

All cancellation fee payments made or due to the Company shall be fully earned and non-refundable, in consideration for expenses incurred by the Company and its lost or deferred opportunity to provide exhibit space to others. The Exhibitor acknowledges all cancellation fees that may become due hereunder are liquidated damages and are not applicable toward any future produced shows, events or magazine advertising. The Company will invoice Exhibitor for cancellation fees in excess of payments, if any, already received from Exhibitor; invoices for cancellation fees are due upon receipt. Exhibitor's space may be canceled by the Company for failure to make payments when due or failure to comply with Church Facilities Conference & Expo regulations. If space is canceled by the Company, Exhibitor will be notified in writing. It is further agreed that based on the timing of such cancellation, as evidenced by letter notification, the Exhibitor is liable for the same cancellation charges as stated herein for cancellation by the Exhibitor. Upon such cancellation, the Company may lease the cancelled space to another exhibitor at its discretion. In the event that the Company is unable to produce the Church

Facilities Conference & Expo event due to restrictions imposed related to COVID-19, exhibiting companies will have the option of receiving a full refund or to move their deposits to a future event.

3. OCCUPANCY BY EXHIBITOR

Only the exhibiting company name listed on this contract is considered an official Church Facilities Conference and Expo Exhibitor. It is further agreed that actual occupancy of the space reserved by the Exhibitor is of the essence. If the Exhibitor does not occupy the space by 9:00 a.m., Tuesday, October 25th, 2022 the Company may occupy or cause said space to be occupied as it may deem best for the interest of the Church Facilities Conference & Expo without in any way releasing the Exhibitor from liability hereunder. Furthermore, if the Exhibitor does not occupy/staff the space, all rights of a Church Facilities Conference & Expo Exhibitor will be revoked. Premature dismantling of and/or failure to staff space during the entire show will result in the forfeiture of priority points and a fee up to \$500.

4. REGULATIONS

It is further agreed that all current and subsequent Church Facilities Conference & Expo conditions and regulations and the conditions and regulations of the Kay Bailey Hutchinson Convention Center are made a part hereof as though fully incorporated herein. The Company shall have full and exclusive power in the matter of interpretation, amendment and brought to the notice of said Exhibitor shall be as though duly incorporated herein and subject to the terms and conditions herein set forth. If a dispute or disagreement shall arise between the parties concerning the allotment of or permitted use of exhibition space or concerning interpretation of any of the regulations which are a part hereof the decision and interpretation of the Company shall be final and the Exhibitor hereby agrees to abide by said interpretation which, if requested, shall be in writing.

It is further agreed that in case said premises shall be destroyed by fire or the elements, or by any other cause, or in case of government intervention or regulation, military activity, strikes, or any other circumstances that make it impossible or inadvisable for the Company to hold the event or portion thereof at the time and place herein provided, then and thereupon this agreement shall terminate and the said Exhibitor shall and does hereby waive any claim for property or other damages or compensation except the pro rata return on the amount paid after deduction of actual expenses incurred in connection with the event and there shall be no further liability on the part of either party. This agreement is subject and subordinate to the agreement between the event venue and any other facilities utilized by the Company, and covering the Church Facilities Conference & Expo exhibit areas at these properties (and other facilities which may be used) for the period of the Church Facilities Conference & Expo, move-in through move-out.

5. SPACE ASSIGNMENT AND ATTENDEES

Once your exhibit space has been assigned, any changes to your assignment will be indicated to you on a contract addendum form or letter. The Company further reserves the right to reallocate exhibit space in the interest of a better showing of exhibits or for any other reason. Although organizer will attempt to accommodate exhibitor requests for specific booths, no guarantees can be made that the exhibitor will be assigned the specific booth(s) requested. Exhibitor acknowledges that he/she is not contracting for a specific booth(s), but rather for the right to participate as an exhibitor in the Church Facilities

Conference & Expo. Organizer makes no representations or warranties with respect to the demographic nature and/or number of exhibitors and/or attendees.

6. LIABILITY AND INSURANCE

The Exhibitor and its authorized contractors agree to carry adequate personal and property damage liability and workers' compensation insurance and to indemnify and hold harmless the Company, the event venue and other facilities utilized by the Company and their sponsor partners, contractors, officers, agents and employees against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind, including attorneys' fees resulting from its occupancy of the exhibit space contracted for, by reason of personal injuries, death or property damages sustained by any person. Certificates of insurance must be furnished by Exhibitor if requested by the Company and must be available on-site during the show. Failure by the Company to request proof of insurance shall not relieve Exhibitor from carrying proper coverage.

Exhibitor understands and agrees that by choosing to be present at the event, that Exhibitors might be exposed to COVID-19 or other viruses, bacteria and infections. Exhibitor understands that despite all efforts on the part of the Company and the venue, Exhibitors can still contract COVID-19 or other infections. To reduce those risks, Exhibitor agrees to comply with all Company and venue rules, regulations, guidelines and policies, as well as local, state and federal guidelines which may change from time to time in response to the COVID-19 pandemic.

7. LAWS

Although the Company and Exhibitors do business in various state jurisdictions, this contract shall be governed, constructed and enforced in accordance with the laws of the state of Massachusetts and its courts. In the event that it shall be necessary for the Company to bring suit to enforce any of its rights here under, the Company shall be entitled to recover all costs of such suits including reasonable attorney's fees and collection fees.

8. ONLINE EXHIBITOR MANUAL

All rules and regulations set forth in the Church Facilities Conference & Expo Online Exhibitor Manual are regarded by both Exhibitor and the Company as an extension of this legally binding contract.

9. ENFORCABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and the invalid term, clause or provision shall be deemed to be severed from the agreement.