

**CES 2017 EXHIBIT SPACE CONTRACT**

This Exhibit Space Contract ("Contract") for the CES 2017 ("CES"), between the Consumer Technology Association ("CTA")™ (owner and producer of CES) and your company ("Exhibitor"), will become effective upon written acceptance by CTA. By signing below, Exhibitor understands and agrees to verify all information entered on-site and to abide by the terms and conditions in this Exhibit Space Contract.

**I. EXHIBITOR INFO**

**SF CONTRACT KEY:**

<b>Company:</b>	<b>Primary Contact Name:</b>	
<b>Address Line 1:</b>	<b>Title:</b>	
<b>Address Line 2:</b>	<b>Phone:</b>	<b>Fax:</b>
<b>City, State, Zip:</b>	<b>E-mail:</b>	
<b>Country:</b>	<b>Website:</b>	
<b>PR Contact:</b>	<b>PR Email:</b>	

**Exhibitor - please initial to confirm accuracy of contact information:**

**First time CES Exhibitor? Check here**

**II. PAYMENT INFORMATION:** Exhibitor understands and agrees to the payment requirements and with the penalties associated with space cancellations and reductions, in accordance with the Exhibit Space Contract Terms and Conditions. CTA reserves the right to modify the payment schedule or require payment in full in a single payment based on the exhibitor's previous payment or credit history with CES. The full payment schedule is shown sequentially and on a cumulative basis set forth here:

- A. **20%** of the exhibit space cost is due by March 1, 2016. 20% of the exhibit space cost is due upon Contract execution, when the Contract is submitted from March 1, 2016 to May 31, 2016.
- B. **60%** (cumulative) of the exhibit space cost is due by June 1, 2016. 60% of the exhibit space cost is due upon Contract execution when the Contract is submitted from June 1, 2016 to September 14, 2016.
- C. **100%** (cumulative) entire exhibit space cost is due by September 15, 2016. 100% of the exhibit space cost is due upon Contract execution when the Contract is submitted on or after September 15, 2016.

**III. ADDITIONAL INFORMATION:**

**CTA Member Discount** – To receive the CTA member space rate, Exhibitor must become a CTA member with fully paid dues within 60 days of submitting this Contract. Companies who submit their Contract after May 1, 2016 will have until July 1, 2016 to become a CTA member with fully paid dues to receive the CTA member rate. The CTA member rate is not available after July 1, 2016. Cancellation or termination of membership will result in the recalculation of space fees at the non-member rate. CTA reserves the right to adjust pricing based on membership status. Not all exhibit space is eligible for the membership discount.  
**NOTE: CTA membership is NOT included with this Contract. Contact membership@CE.org to join.**

**IV. EXHIBIT SPACE SELECTION(S):**

Booth #	Venue	Category/Marketplace	Dimensions	NSF	Rate Plan	Total

**TOTAL EXHIBIT SPACE FEES AND OTHER CHARGES:**

**V. AGREEMENT:** This Contract serves as a commitment between Exhibitor and CTA to reserve exhibit space for the CES 2017. Exhibitor agrees that upon acceptance and signature of this Contract, with or without appropriate payment, this Contract holds exhibit space for Exhibitor and will become legally enforceable against Exhibitor in accordance with its terms.

CTA will review this Contract and assign exhibit space to Exhibitor, if available, consistent with CES eligibility requirements and policies. CTA reserves the right to change, alter or modify event space dimensions and/or prices upon review before confirmation of this commitment is released to Exhibitor. It is understood that the booth will be assigned to the company name listed above upon availability, payment and final CTA authorization.

By signing this Contract, Exhibitor agrees that it has received, read and agreed to the attached CES 2017 Exhibit Space Contract Terms and Conditions and any applicable addenda, incorporated in their entirety herein as a part of this Contract. This Contract, the included CES 2017 Exhibit Space Contract Terms and Conditions and any applicable addenda constitute the entire agreement between the parties and cannot be modified except by express written agreement signed by CTA.

**Exhibitor - please initial to confirm receipt of the CES 2017 Exhibit Space Contract Terms & Conditions:**

**Exhibitor - please initial to confirm that you have received and will abide by the addenda applicable to your selected space:**

**VI. SIGNATURE:** By the signature below, the individual signing this document represents and warrants that he/she is duly authorized to execute this binding contract on behalf of Exhibitor.

**Authorized Exhibitor Representative:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Authorized CTA Representative:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Agg:**

**Authorized:**

**Territory:**

## EXHIBIT SPACE CONTRACT TERMS AND CONDITIONS

**1. TERMS OF PAYMENT:** All payments are to be remitted to the Consumer Technology Association. Please send checks to P.O. Box 37154 Baltimore, MD 21297-3154. There will be a \$50 charge for all returned checks. Please send payments via wire, electronic fund transfer (EFT) or automated clearing house (ACH) to: Branch Banking & Trust Co. Ltd. 2200 Wilson Blvd. Arlington, VA 22201 ABA Routing Number: 051404260 Account Number: 0000154956875 SWIFT Code: BRBTUS33. CTA does not cover intermediary or beneficiary banking fees. Please add Twenty-five Dollars (\$25.00 USD) to the total amount due or check with your bank for exact fees in order to assure your balance is paid in full. Payment schedule is effective immediately upon CTA's acceptance of this Contract. Please ensure that the exhibiting company name and invoice number are indicated on all payment remittances. Payments must come directly from the exhibitor and CTA will not work directly with any third party payment processors. CTA reserves the right to deny any other payment methods. Only the company name listed on this Contract is considered an official CES Exhibitor. All exhibitors must make payments in accordance with the schedule outlined on page 1. Under no circumstances will Exhibitor be permitted to occupy its exhibit space if full payment has not been received. Payments submitted in accordance with the Contract will be applied, first, to any outstanding balances from previous CTA/CES events, including but not limited to the Innovations Awards program. Contracts will not be processed until all prior financial obligations have been met. Late payments, partial payments, or any checks or money orders marked as being payment in full or as being settlement of any dispute may be accepted without forfeiting CTA rights under this Contract or the law. Exhibitors who submit payments that are unpaid by their banks will be placed on a cash basis. Any exhibitor who does not meet all financial obligations when due will be responsible for all outstanding debts and interest at 1.5% per month, compounded monthly, and any fees or expenses, including, but not limited to attorney's fees of no less than 33.3% of the unpaid principal and interest. **Failure to make payments does not cancel Exhibitor's liability. Space cancellation notices must be submitted to CTA in writing, and liquidated damages will be owed according to the terms outlined in Section 4 below.**

**2. OCCUPANCY BY EXHIBITOR:** The actual occupancy of the space (including meeting rooms and suites) reserved by Exhibitor is essential. If Exhibitor does not occupy the space by 2 PM, Wednesday, January 4, 2017, CTA may occupy or cause said space to be occupied as it may deem best for the interest of CES without in any way releasing Exhibitor from any liability hereunder. Furthermore, if Exhibitor does not occupy/staff the space, CTA will revoke all rights as a CES Exhibitor. All exhibits/displays must remain staffed and fully intact until 4 PM on Sunday, January 8, 2017. Premature dismantling of and/or failure to fully staff said space during the entire CES will result in the loss of one (1) priority point.

**3. OUTBOARDING:** Outboarding is a serious violation of CES policy for which there are serious consequences. Any company found to be exhibiting at a non-official CES venue, holding an exhibit demonstration or a display in a Clark County, NV hotel, suite, meeting room, or other non-CES venue during CES, will lose priority points which will affect space selection order at CES in the future. If an Exhibitor (i) cancels its official space and has space in any non-official exhibit venue during the CES dates, and/or (ii) in addition to its CES official space, has space in any non-official exhibit venue during the CES dates with an area equal to or greater than its CES official space, then the Exhibitor will lose all priority points for CES in the future. CTA is unable to detect all instances of outboarding in a given year. However, when CTA determines that outboarding has occurred, CTA will vigorously enforce the rule against outboarding and may impose penalties for past as well as current violations.

**4. CANCELLATION BY EXHIBITOR:** All cancellations must be submitted in writing to: CTA Sales Department, 1919 South Eads Street, Arlington, VA 22202, USA, return receipt requested, and will become effective when received and acknowledged in writing by CTA. Even though CTA will exercise its best efforts to mitigate the damages associated with Exhibitor cancellation, the parties agree that CTA will nevertheless incur substantial losses that cannot be precisely determined if Exhibitor cancels its Contract. Due to the difficulty of determining said losses, the Exhibitor agrees to pay the following as liquidated damages if Exhibitor cancels its exhibit space on or within the time periods specified below.

**If Exhibitor cancels all or part of the exhibit space contracted for after the date CTA accepts and signs this Contract, Exhibitor is liable for:**

**a) 20% of the total Exhibit Space Cost if cancellation is received by CTA on or before May 31, 2016;**

**b) 60% of the total Exhibit Space Cost if cancellation is received by CTA between June 1 and September 14, 2016; or**

**c) 100% of the total Exhibit Space cost if cancellation is received by CTA on or after September 15, 2016.**

All payments made or due to CTA will be fully earned and non-refundable in consideration for expenses incurred by CTA and its lost or deferred opportunity to provide exhibit space to others. All cancellation payments that may become due are acknowledged by Exhibitor as liquidated damages and are not applicable toward any future CTA sponsored shows or events. CTA will invoice Exhibitor for applicable cancellation payments and payments are due upon invoice receipt. This balance must be paid in full before Exhibitor can exhibit in any other CES or CTA-sponsored show or event. If Exhibitor cancels its participation, CTA may, at its discretion, cancel all other contracts between Exhibitor and CTA. **Exhibitors submitting an Exhibit Space Contract during the on-site space selection (January 6-9, 2016) will be financially liable for a 10% cancellation/downgrade fee immediately and a 20% cancellation/downgrade fee after 10 calendar days.**

**5. CANCELLATION BY CTA:** Exhibitor's space may be canceled by CTA for failure to make payments when due or failure to comply with CES regulations. If space is canceled by CTA, Exhibitor will be notified via email and/or writing. Based on the timing of such cancellation, as evidenced by letter notification, Exhibitor is liable for the same cancellation charges as referred to in Section 4. Upon such cancellation, CTA may lease the canceled space to another exhibitor at its discretion. CTA will invoice Exhibitor for applicable cancellation payments and payments are due upon invoice receipt.

**6. SPACE REDUCTION:** All space reduction requests must be in writing and will become effective when received and acknowledged in writing by CTA ("reduction notice"). Exhibitors are responsible for paying the cost of the booth that they occupy per the payment schedule as follows.

a) If the reduction notice is received by CTA between the execution date of the Contract through May 31, 2016, the Exhibitor will be liable for 20% of the originally contracted booth cost and 80% of the new space cost.

b) If the reduction notice is received by CTA between June 1, 2016 and September 14, 2016, the Exhibitor will be liable for 60% of the originally contracted booth cost and 40% of the new space cost.

c) If the reduction notice is received by CTA on or after September 15, 2016, Exhibitor will be liable for the entire 100% cost of the originally contracted exhibit space regardless of any space reduction requests.

CTA reserves the right to reassign Exhibitor's booth location in order to accommodate requests for space reduction.

**7. EXHIBIT SPACE AMENDMENTS:** This Contract indicates your original exhibit space assignment. Any changes to space assignment will be indicated to Exhibitor on a contract addendum form. CTA further reserves the right to move or reallocate Exhibitor's booth space to a new location in the interest of a better showing of exhibits, or it may cancel this Contract for the betterment overall of CES or for any other reason deemed necessary by CTA. Exhibitors will be notified in writing of such movement or cancellation. All terms of the Contract, including cancellation policy, remain in effect upon such movement of booth space by CTA.

**8. DIRECTORY LISTING/SEPARATE EXHIBITOR REGISTRATION:** Only the name of the Exhibitor, which appears upon the face of this Contract, may be placed in the exhibit space, in the CES printed list of exhibitors, printed on exhibitor ID signs and on exhibitor badges. **It is further agreed that Exhibitor will not assign, share or sublet any part of its exhibit space without the express written consent of CTA.** In the event a request for separate exhibitor registration and/or additional directory listing is approved, an \$850 fee will be charged for each additional company. See **Section 9 for additional information regarding space shares.** CTA maintains the exclusive right to publish and distribute the list of exhibitors. However, a licensed publisher may include the list of exhibitors as part of an ongoing publication. As a service to exhibitors, CTA will identify in the Official Directory each exhibitor who completes and returns the necessary directory listing form by the established deadline; however, CTA will incur no liability for any errors, omissions or format changes in any directory. Exhibitor agrees to list in the Official Directory only brands of its own manufacture, or brands which are manufactured exclusively for Exhibitor, and which bear Exhibitor's name or trademark.

**9. SHARE POLICY:** CTA will allow an Exhibitor to have another exhibitor within its booth ("share company") only if they meet the following criteria:

- the primary company will be present in an exhibiting capacity;
- the share company is a subsidiary or division of Exhibitor;
- the share company has a distributor relationship with Exhibitor; or
- there is an equity relationship between the share company and Exhibitor.
- Due to the nature of exhibits found within the High-Performance Audio (HPA) category, CTA has the discretion to approve and permit HPA share companies that otherwise might not qualify per the above.

Each share company must complete an Exhibit Space Contract, share agreement addendum and pay an \$850 share fee, due in full with contract submission. CTA must receive notification from the Exhibitor, on company letterhead, indicating approval and acceptance of the share company within Exhibitor's booth.

It is at the discretion of CTA to approve and accept share contracts based on the criteria above. If CTA has evidence or knowledge that any of the facts presented by Exhibitor or share company are not valid or true, CTA will not accept the share contract and the share company will not be permitted to exhibit at CES in a share capacity.

**10. REGULATIONS:** All current and subsequent CES rules and regulations and the rules and regulations of the Las Vegas Convention and World Trade Center, Sands Expo, The Venetian, Westgate Las Vegas, Renaissance Las Vegas, ARIA and any other facilities used for CES, are incorporated by reference. If a difference arises with the Exhibitor concerning the allotment or permitted use of exhibition space or concerning the interpretation of any of the rules and regulations, the decision and interpretation of CTA and/or the relevant facility will be final, and Exhibitor agrees to abide by the decision and interpretation which, if requested, will be in writing.

**11. FORCE MAJEURE:** If any facility used for CES is unavailable, destroyed by fire or the elements, or by any other cause, or in case of government intervention or regulation, military activity, strikes, acts of terrorism, or any other circumstances that make it impossible or inadvisable for CTA to hold the CES or any portion thereof at the time and place provided, this Contract will terminate and Exhibitor hereby waives 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 CES. There will be no further liability on the part of either party. This Contract is subject and subordinate to the agreements between the Las Vegas Convention and World Trade Center, Sands Expo, The Venetian, Westgate Las Vegas, Renaissance Las Vegas, ARIA and any other facilities used for CES, and covering the CES exhibit areas at these properties (and other facilities which may be used) for the period of the CES 2017, move-in through move-out.

**12. GOVERNANCE AND ARBITRATION:** This Contract and all rights and obligations of the parties relating hereto will be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any conflicts of law rules that would cause the application of the laws of any other jurisdiction. Any controversy or claim arising out of or relating to this Contract or the breach thereof (except for an action for injunctive relief) will be resolved by arbitration held in Arlington County, Virginia, in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration is initiated, and judgment upon the award rendered by the arbitrators may be entered in any court jurisdiction thereof. The prevailing party will be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

**13. ATTENDANCE:** CTA makes no representations or warranties with respect to the demographic nature and/or volume of exhibitors, press and/or attendees at any particular location at CES.

**14. OPERATION OF EXHIBITS:** Exhibits must be designed and operated in a manner that respects the rights of other exhibitors and visitors. The following are prohibited without prior consent of CTA: preparation of food, promotional contests that require physical skill, promotion of other industry expositions and unauthorized taking of photographs. Personnel must be dressed appropriately and confine their activities to the exhibit space of Exhibitor. Exhibitor is responsible for licensing and the payment of fees, royalties or fines for use of work that is protected by copyright, patent or trademark. CTA reserves the right to prohibit promotions found objectionable. Booths must be staffed at all times during scheduled exhibit hours, unless CTA gives prior written permission. Booth personnel must be 18 years of age or older.

**15. CES EXHIBIT ATTIRE:** CES Show Management reserves the right to make determinations on appropriate exhibitor/presenter attire. If for any reason an exhibit and/or its contents are deemed objectionable by Show Management, Exhibitor may be asked to alter the attire of its employees, exhibit staff and/or models. If necessary, Exhibitor may be asked to remove the individual(s) in question at Exhibitor's sole expense. Exhibitors with questions about compliance with these guidelines should consult CES Show Management in advance of the show.

**16. BOOTH CONSTRUCTION:** Exhibitor is expected to comply with booth construction regulations outlined in the Exhibitor Manual. It is Exhibitor's responsibility to provide these regulations to its Exhibitor Appointed Contractor (EAC).

**17. CHARACTER OF EXHIBITS:** Exhibitor understands that the CES is a consumer technology show. Exhibitor agrees that products displayed in its exhibit space will be in harmony with the theme of the event and will consist of products that pertain to the consumer technology industry. Products eligible to be exhibited include consumer and workplace technology products, services, content and related accessories. Exhibitor agrees to reasonably limit the display of non-electronic products within its exhibit booth. Further, Exhibitor agrees to uphold that **60% of its exhibit display and contents will match the product or service category for which they are floored.** Exhibitor agrees to display only products of its own manufacture, products manufactured for, distributed by, certified by, or licensed to Exhibitor. **Failure to adhere to Section 17 will result in the loss of ALL priority points and will affect your selection order at CES in the future.** CTA reserves the right to order withdrawal from display, any items which, in its opinion, do not comply with these requirements.

**18. CONTENT:** CTA reserves the right to exclude the showing of film, photos, games or other software in the exhibit area which are deemed objectionable, including explicit or simulated sex, nudity or violence. Adult out-call and escort services, and the promotion or use of the same are not permitted at CES. Violation of this policy can, at CTA's discretion result in expulsion from CES, including future shows.

**19. GOOD NEIGHBOR POLICY:** Any exhibitor using audio, video, or live content in their booth for the purpose of demonstrating equipment or otherwise, agrees that such content will be appropriate for a general audience, and agrees to refrain from using content that may be considered offensive to such an audience. In the event of a complaint from any person regarding the content used by Exhibitor, CTA will investigate and if, in the sole discretion of CTA, such content is determined to be offensive, CTA will request Exhibitor to cease using such content. In the event Exhibitor refuses CTA's request, or a subsequent complaint is filed against Exhibitor, CTA reserves the right to shut off the power to Exhibitor's booth until Exhibitor complies with CTA's request. Repeated violations of this policy can, at CTA's discretion, result in expulsion from CES and exclusion from future shows.

**20. OUTDOOR EXHIBIT SPACE:** It is the responsibility of Exhibitor to supply its own tent or canvas covering for its outdoor display, should it decide to use one. No refunds will be provided for inclement weather or other forces of nature that may limit display activity. It is Exhibitor's responsibility to obtain special permits for outdoor temporary structures from the Clark County Fire Department and adhere to the outdoor space rules to be provided in an addendum.

**21. POLICY ON SELLING:** Over the counter sales (i.e., cash, check and/or credit card transactions) are not permitted. Only bona fide business orders for future delivery may be taken. Violation of this provision will result in expulsion from CES and exclusion from future shows. **THIS POLICY IS STRICTLY ENFORCED.**

**22. LIABILITY AND INSURANCE:** Exhibitor must have a commercial general liability policy of not less than \$2,000,000 naming the Consumer Technology Association, Las Vegas Convention and Visitors Authority, Westgate Las Vegas, Sands Expo, The Venetian, Renaissance Las Vegas, ARIA and other CES facilities as additional insureds. A certificate of insurance must be made available upon request.

Exhibitors seeking to install their own booth/display must comply with all state and federal laws and/or regulations and must comply with any/all laws, rules, or regulations related to booth installation/dismantling. Exhibitor (and its authorized EAC, if applicable) agree to carry adequate personal and property damage liability and workers' compensation insurance and to indemnify and hold harmless CTA, the Las Vegas Convention and World Trade Center, Westgate Las Vegas, Sands Expo, The Venetian, Renaissance Las Vegas, ARIA and other facilities utilized by CES and their contractors, officers, agents and employees against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind, including attorneys' fees, resulting from, or related to its occupancy of the exhibit space contracted for, including without limitation by reason of personal injuries, death or property damages sustained by any person. Certificates of insurance must be furnished by Exhibitor if requested by CTA and must be available on-site during the CES. Failure by CTA to request proof of insurance will not relieve Exhibitor from carrying proper coverage. Exhibitor understands that neither CTA nor the Las Vegas Convention and World Trade Center, Sands Expo, The Venetian, the Westgate Las Vegas, Renaissance Las Vegas, ARIA or other facilities used by CTA/CES maintain insurance covering Exhibitor's property and it is the sole responsibility of Exhibitor to obtain such insurance.

**LIMITATIONS OF LIABILITY: IN NO EVENT WILL CTA'S LIABILITY EXCEED THE AMOUNT PAID TO CTA BY THE EXHIBITOR FOR EXHIBIT SPACE AT CES 2017. UNDER NO CIRCUMSTANCES WILL CTA BE LIABLE TO THE EXHIBITOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF EXHIBITOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY PROVISION OF THIS AGREEMENT.**

**23. RESPONSIBILITY FOR PROPERTY:** In no case will CTA be responsible for theft, loss or damage to Exhibitor's product or booth. Exhibitor agrees that it is wholly responsible for protecting its property on and off CES premises. Exhibitor is encouraged to secure its exhibits and products and should insure its property (from the time it leaves its warehouse until it returns) at Exhibitor's expense.

**24. RECEIPT AND REMOVAL OF FREIGHT:** No exhibit or portion thereof may be removed from the exhibit facility during CES. Only exhibitors showing proper exhibit credentials and personal identification will be permitted to take merchandise out of the facility. If Exhibitor fails to remove its freight in the allotted move-out time, CTA reserves the right, to ship the freight through a carrier of CTA's choosing or to place same in a storage warehouse, at Exhibitor's expense. (Please refer to Exhibitor Manual for additional information.)

**25. EXHIBIT SET-UP:** A clean floor policy will be in effect during move-in. On Tuesday, January 3, 2017, all crates must be empty and labeled by 6 PM and will be removed regardless of status at 10 PM. On Wednesday, January 4, 2017, all exhibits must be set by 2 PM; all cartons, fiber cases and packing material must be empty and labeled by 1 PM; and all aisles must be 100% clear by 7 PM. This day is scheduled for product testing, booth fine-tuning and rehearsals. Exhibits not set up by 2 PM on Wednesday, January 4, 2017, will revert to CTA with no further obligation to Exhibitor, and fines may be assessed for non-compliance at the discretion of CTA. No refunds will be made to Exhibitor for space assigned and not occupied.

**26. EXHIBIT CONSTRUCTION, DECORATION, SIGNS, ETC.:** Exhibitor is solely responsible for the safety of its exhibit(s) (refer to the Exhibitor Manual for additional information). All special booth work must conform with CES exhibit regulations. Such approval and/or compliance with CES regulations does not constitute CTA approval or opinion on the structural safety of construction. Exhibitor and its display company remain solely liable for the safety of its exhibit. Exhibitors may choose any display company provided it meets CES' requirements for EACs and the Exhibitor provides CTA with a certificate of liability insurance and signed Exhibitor Appointed Contractor Agreement no later than 30 days prior to CES (see Exhibitor Appointed Contractor Approval). All bunting, draperies or other fabrics must be fireproofed before use in the decoration of any exhibit. Paper decorations, cut evergreens or branches and helium balloons are not permitted. Exhibitors must comply with all the laws, regulations and ordinances in force in the exhibit facility(ies), the City of Las Vegas, the State of Nevada and the United States.

**27. EXHIBITOR APPOINTED CONTRACTOR APPROVAL: An EAC (a contractor not listed in the Exhibitor Manual) may be used provided CTA obtains from the Exhibitor 30 days in advance:** 1) Notification of intent for Exhibitor to use the EAC; 2) Proof of the EAC's workers' compensation and personal property damage liability insurance coverage; and 3) Signed EAC Agreement. Use of EAC is subject to EAC's acceptance of CES' EAC Agreement. EAC must be on the approved EAC list at the CES facility at which it is performing the work. CTA may deny access by or use of any EAC if these specific requirements are not met in the opinion of CES Management. If Exhibitor brings an EAC or other contractor into the exhibit facility, Exhibitor is responsible for that contractor's workers' compensation and liability insurance certificates and

must send them to CTA and the exhibit facility. Under no circumstances will CTA be responsible for work promised or performed by an EAC.

**28. AMERICANS WITH DISABILITIES ACT:** Exhibitors must be in full compliance with the Americans with Disabilities Act.

**29. PUBLICATION DISTRIBUTION:** Exhibitor may distribute its own written materials from its exhibit(s) and, unless permission is granted by CTA, not outside its exhibit. Publication bins, if available, are restricted to approved, nationally-distributed publications and, if applicable, the official CES Show Daily. Other "show dailies" may not use the bins.

**30. EXHIBITOR BADGE POLICY:** Exhibitor will receive an allotment of complimentary exhibitor badges as outlined in the CES Exhibitor Manual Rules and Regulations.

**31. SECURITY:** Exhibitor accepts that CTA may take actions to maintain attendee security. CTA has sole discretion in taking such action and cannot be held responsible for maintaining CES access, for economic losses, or for damage or loss of Exhibitor's property, as a result of any action taken in furtherance of CES security. Exhibitor agrees that it is solely responsible for the safety and security of its exhibit booth and the contents of the booth, including product displays, and Exhibitor is solely liable for the resulting losses or damages.

**32. PERFORMANCE OF MUSIC OR MOTION PICTURE:** Exhibitor is responsible for obtaining any required music license(s) from ASCAP, BMI, and/or SESAC or any required license(s) for motion pictures. No license is required if music or a motion picture is used for the sole purpose of demonstrating product capability. Consult the CES Exhibitor Manual for further details.

**33. SEVERABILITY:** If any portion of this Contract is changed or determined to be unenforceable, all other terms and conditions remain in full force and effect.

**34. RULES AND REGULATIONS:** CTA will have full power to make and amend reasonable rules and regulations in connection with CES.

**35. VIOLATIONS OF REGULATIONS:** CTA may take enforcement action at its discretion, up to and including closing Exhibitor's booth, for violation by Exhibitor of CES Rules and Regulations or Exhibitor's breach of the terms of this Contract. If CTA shuts down Exhibitor's booth due to Exhibitor violating CES Rules and Regulations, Exhibitor will not receive a refund or damage compensation from CTA. Repeated violations may result in Exhibitor being banned from participation in CES, including future shows.

**36. NO-ORAL MODIFICATION CLAUSE:** This Contract may not be orally modified. Only a modification in writing, signed by an authorized representative of CTA and the Exhibitor, will be enforceable.

**37. EXHIBITOR INTELLECTUAL PROPERTY:** Exhibitor warrants that it owns the rights to or is licensed for all intellectual property (patent, copyright, trademark, etc.) to be used by Exhibitor for promotion or exhibition at CES, and agrees to defend, at Exhibitor's expense, and to indemnify CTA and/or CES for any action brought against CTA and/or CES and any losses or costs incurred by CTA and/or CES, including court costs and reasonable attorney's fees, arising from or related to any dispute concerning Exhibitor's intellectual property rights.

**38. CES PUBLICITY AND PROMOTION:** CTA will have the non-exclusive right to use the name of Exhibitor and logo in both print and broadcast advertising media in connection with the promotion and publicity of CES.

**39. TERMS AND CONDITIONS OF CES LOGO USE:** We have provided our CES logos for your use as a CES 2017 exhibitor within CTA-approved guidelines to be found in your exhibitor dashboard. CTA endorses the use of our CES logos for legitimate exhibitor business directly related to CES 2017. We invite and encourage our CES 2017 exhibitors to display the CES logos in their advertisements, consumer product literature and other forms of promotion and public relations directly related to CES 2017.

**40. RESERVATION OF RIGHT:** CTA reserves the right to take any action that is reasonably necessary, in the sole judgment of CTA, for the protection of CES, the participants, including but not limited to exhibitors, and/or attendees.

**41. EXHIBITOR MANUAL:** Each CES venue has a customized and detailed exhibitor manual to guide exhibitors. Exhibitor agrees to review the manual(s) applicable to its booth location and abide by the rules set forth therein including Show Rules & Regulations, Las Vegas Fire Safety Regulations, Show Work Rules, and the EAC process. Exhibitor may also locate general show information and resources from the exhibitor manual.