

This Application and Contract to participate in the **2025 BCI Convention + Power Mart Expo** (“Event”) at (“Facility”) over May 4-7, 2025 at the JW Marriott San Antonio Hill Country and Spa including but not limited to move-in and move out dates (“Event Dates”) shall become effective when it has been submitted by the exhibiting company and accepted by BCI (BATTERY COUNCIL INTERNATIONAL). The individual signing this Application and Contract represents and warrants that he/she is duly authorized to execute this binding Application and Contract on behalf of the exhibiting company. By signing below, the exhibiting company agrees to be bound by the terms and conditions below. The exhibiting company agrees that upon acceptance of this Application and Contract by BCI, with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application and Contract, together with the terms and conditions below, (collectively “this Contract”) shall become a legally binding contract between BCI and exhibiting company (“Exhibitor”).

**1. BOOTH RENTAL FEE**

Exhibitor/Sponsor to pay deposit to confirm exhibit space and/or sponsorship package. For purposes of this Contract, the amount of the rental cost associated with the booth selected by Exhibitor is referred to as the “Exhibit Booth Fee” to be determined in Prospectus.

**2. ASSIGNMENT OF SPACE**

Space assignments will take place during the BCI Online Space selection process in Spring 2024. BCI has established a Priority System to determine the order of exhibit space selection. To be eligible for space selection using the Priority System, the signed contract must be received no later than April 15, 2024. Payment is due net 30 days following the signed contract. Exhibitors will be assigned based on level of sponsorship and date the contract is received. Exhibitor is required to use show management exhibit space and structure per the Prospectus.

Exhibitor should frequently review its space location and changes to neighboring booths/areas for updates to the floor plan. It is the Exhibitor’s responsibility to keep up with changes to their assigned area. BCI anticipates alterations to the initial plan and cannot be held responsible for changes that may affect a participating Exhibitor’s selection of space. There will be no changes of booth assignments after April 18, 2025, including onsite requests.

BCI reserves the right to change Event hours or dates, to rearrange the floor plan, and/or to relocate any Exhibitor as it deems necessary at any time.

**3. PAYMENTS, CANCELLATIONS & REFUNDS**

This Contract must be accompanied by 100% of the total Exhibit Booth Fee at the time of submission before being approved for the space selection priority list as stated in Section 3.

Contract will not be processed, nor space assigned, without the required Exhibit Booth Fee payments. Credit card payments can be made online using American Express, Discover, MasterCard or Visa. Checks must be payable to Battery Council International and can be remitted to the following address via the U.S. Postal Service:

Battery Council International  
8369 Solution Center  
Chicago, IL 60677-8003

For ACH/wire payments, please email [info@batteryCouncil.org](mailto:info@batteryCouncil.org) for remittance instructions.

BCI reserves the right to hold or revoke Exhibitor badges for any Exhibitor with an unpaid balance and to instruct all official show contractors to deny goods and services.

**4. CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR**

Cancellation of exhibit space must be directed via email to [info@batteryCouncil.org](mailto:info@batteryCouncil.org), provided that the cancelling Exhibitor obtains confirmation of BCI’s receipt of the email on or before the cancellation deadline.

For cancellations received between the initial space selection and March 12, 2025 Exhibitor is responsible for, and BCI shall be entitled to retain, 25% percent of the total Exhibitor Package Fee as a cancellation fee. Should an Exhibitor cancel between March 12, 2025 and April 11, 2025, Exhibitor is responsible for, and BCI shall be entitled to retain, 50% percent of the total Exhibit Booth Fee as a cancellation fee.

Full payment is required and no refunds whatsoever will be made on cancellations or reductions received on or after April 12, 2025.

Notwithstanding the foregoing, Exhibitor will have no right to cancel all or any portion of assigned exhibit space or this Contract subsequent to BCI’s cancellation of the Event pursuant to Section 7.

**5. CANCELLATION OR CHANGES TO BCI CONVENTION + POWER MART EXPO BY BCI**

If for any reason beyond BCI’s control BCI determines that The BCI Convention + Power Mart Expo must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed (collectively “Show Adjustment”), Exhibitor understands and agrees that BCI shall refund the Exhibit Booth Fee paid to it by Exhibitor less (a) reasonable expenses, if any, incurred by BCI for fulfillment of this Agreement prior to a determination of the Show Adjustment; and (b) the monetary value of benefits, if any, received by Exhibitor prior to a determination of the Show Adjustment. Upon notice of Show Adjustment, Exhibitor may alternatively elect that BCI apply the Exhibit Booth Fee paid to it by Exhibitor to the same event occurring in the following calendar year. Exhibitor understands that all losses and damages that it may suffer as a consequence of a Show Adjustment or cancellation are its responsibility and not that of BCI or its directors, officers, employees, agents or subcontractors. Except for the foregoing refund, Exhibitor understands that it may lose all monies it has otherwise incurred for the Show, including travel to the Show, setup, lodging, decorator freight, employee wages, etc.

Exhibitor, as a condition of being permitted by BCI to be an Exhibitor in the Event, agrees to indemnify, defend and hold harmless BCI, its directors, officers employees, agents and subcontractors from any and all loss which Exhibitor may suffer as a result of Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside BCI’s control. The terms of this provision shall survive the termination or expiration of this Contract.

**6. ELIGIBILITY TO EXHIBIT**

BCI reserves the right to determine the eligibility of any exhibitor for inclusion in the Event and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of BCI, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. Exhibitor’s eligibility to exhibit in the Event must remain in effect from the time of submission of the Contract to the time of the Event and should BCI determine that Exhibitors no longer eligible to exhibit at the Event (though previously deemed eligible), BCI may notify the Exhibitor and may terminate this Contract without liability upon written notice to Exhibitor.

**7. SUBLETTING OF EXHIBIT SPACE PROHIBITED**

Exhibitor is prohibited from assigning or subletting a booth or any part of the space allotted to it nor shall it exhibit or permit to be exhibited in its space any products or advertising materials which are not a part of its own regular products, or which are not compatible with the purpose and/or character of BCI Convention + Power Mart Expo as determined by BCI in its sole discretion.

**8. PROMOTIONAL ACTIVITIES**

Further, Exhibitor shall not engage in any promotional activities which BCI determines to be outside the purpose and/or character of the BCI Convention + Power Mart Expo as determined by BCI in its sole discretion.

**9. RETAIL SALES**

No retail sales, where payment is received and product delivered, are permitted in the exhibit hall of the Event (“Exhibit Hall”) at any time. Payment and/or orders may be taken for future delivery.

**10. INTELLECTUAL PROPERTY MATTERS**

The Exhibitor represents and warrants to BCI that no materials used in or in connection with its exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify BCI of any information of which Exhibitor becomes aware regarding actual or alleged infringement of any third party’s trademarks, copyrights or other intellectual property rights. The Exhibitor agrees to indemnify, defend and hold BCI, officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorneys’ fees) arising out of or related to claims of infringement by Exhibitor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

Notwithstanding the foregoing, BCI, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Exhibitors. The terms of this provision shall

survive the termination or expiration of this Contract.

**11. USE OF BCI NAME**

Battery Council International, BCI Convention + Power Mart Expo, and Event logo are registered trademarks owned by the BCI. Participation by Exhibitor in the Event does not entitle Exhibitor to use such names or logos, except that Exhibitor may reference the Event and use the Event logo with reference to Exhibitor's participation as an exhibitor at the BCI Convention + Power Mart Expo. Participation in the Event does not imply endorsement or approval by BCI of any product, service or participant and none shall be claimed by any participant.

**12. SET-UP TIME**

Set-up of exhibits begins in the Facility Sunday, May 4, 2025 at 2:00pm. If an exhibit is not set-up by 11:00am, on Monday, May 5, 2025, BCI reserves the right to cancel such space, to re-assign such space to another Exhibitor, or to make such other use of the space as deemed necessary or appropriate. BCI reserves the right to set-up the exhibit or remove the freight from the booth at the Exhibitor's expense. BCI reserves the right to modify move-in/Show Hours/move-out, in which case all Exhibitors will be notified prior to the effective date of such changes. No refund will be made to the original contracting Exhibitor with respect to BCI's election of any rights under this Section 14.

**13. EVENT HOURS**

Monday, May 5, 2025\*

12:30 p.m. – 5:00 p.m. – Power Mart Expo Open  
12:30 p.m. – 1:30 p.m. – Lunch in Power Mart Expo  
4:00 p.m. – 5:00 p.m. – Power Hour

Tuesday, May 6, 2025\*

8:00am-1:15pm (Coffee served from 8:00am-9am,  
10:00am-10:30am; Lunch served from 12:15pm-  
1:15pm)

\*Subject to change

**14. DISMANTLING OF EXHIBITS**

Exhibits are to be kept intact until the closing of the Exhibit Hall at 1:15pm on Tuesday, May 6, 2025. No part of an exhibit shall be removed during the Show Hours without special permission from BCI. Should Exhibitor begin dismantling its booth before the close of the Exhibit Hall may entirely lose the privilege of exhibiting at future BCI events. All freight must be removed from Facility by 5:00 p.m., Tuesday, May 6, 2025. If exhibits are not removed by this time, BCI reserves the right to remove exhibits and charge the expense to Exhibitor and BCI shall have no liability for any loss or damage to Exhibitor's exhibit property caused by such removal.

**15. BADGES**

Complimentary Full Convention badges are dependent on the level of sponsorship package purchased. Exhibitor badges are for Exhibitor's full and part time employees or contractors. BCI will distribute 'Exhibitor' ribbons to allow access to the Exhibit Hall during move-in, move-out and early access to Power Mart Lunch on Monday.

Sunday, May 4, 2025\*

Move-In

Monday, May 5, 2025\*

12:30 p.m. – 5:00 p.m. (Power Mart Expo show open  
4:00pm-5:00pm; Lunch is served 12:30 p.m. – 1:30  
p.m.)

Tuesday, May 6, 2025\*

8:00am-1:15pm (Coffee served from 8:00am-9am,  
10:00am-10:30am; Lunch served from 12:15pm-  
1:15pm)

Tuesday, May 6, 2025\*

1:15pm-5:00pm  
*Exhibitor materials MUST be removed by 5:00pm*

\*Subject to change

Event attendees do not have access to the Exhibit Hall until 12:30 p.m. on Sunday, May 4, 2025 Should Exhibitor give its badges to an Event attendee in order for the attendee to gain access to the Exhibit Hall prior to this time may, at the sole discretion of BCI, entirely lose the privilege of exhibiting in future BCI events. BCI reserves the right to give an Exhibit Hall Pass to any Exhibitor or Event attendee in order to grant them access to the Exhibit Hall at any time.

**16. MINIMUM AGE FOR ADMISSION**

Children under the age of 21 are not permitted in the Exhibit Hall at any time. Any attendees or exhibitors arriving with children under the age of 21 will be denied access to the Exhibit Hall with such children without any exceptions or refunds.

**17. EXHIBITOR LIABILITY**

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Facility and in the Exhibit Hall. Neither BCI, its directors, officers, employees, agents, subcontractors, nor Smithbucklin, (collectively "Show Management") are responsible for Exhibitor's property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF THE SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

**18. INDEMNIFICATION**

Exhibitor agrees that it will indemnify, defend and hold Show Management, BCI, their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Exhibitor, its employees, agents or contractors; b) the failure by Exhibitor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Exhibitor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Show Management by Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management. Exhibitor agrees that if Show Management or BCI is made a party to any litigation commenced by or against Exhibitor, or relating to this Contract or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT OR BCI BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

**19. INSURANCE**

Exhibitor is required to maintain and to provide a certificate of insurance to Show Management on or

before April 21, 2025 (2 weeks prior to Power Mart Expo) evidencing the following:

General liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate  
Owned (if applicable), hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence  
Workers' compensation with state statutory limits  
Employer's liability with limits not less than \$500,000  
Commercial umbrella liability with limits not less than \$5,000,000  
Personal property and equipment on a special form replacement cost basis

BCI, Smithbucklin Corporation and JW Marriott San Antonio Hill Country Resort & Spa, are to be listed as additional insureds on a primary and non-contributory basis with respect to general/auto/umbrella liability.  
A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A- VII.

Exhibitor will not be permitted to set up its booth prior to submitting the proper certificates. Certificates should be sent to:  
BCI Power Mart Show Management  
330 N. Wabash Avenue, Suite 2000  
Chicago, IL 60611  
[lorr@batterycouncil.org](mailto:lorr@batterycouncil.org)

**20. USE OF SPACE — GENERAL**

(a) Exhibitor is not permitted to display or distribute literature or any promotion outside the confines of its assigned exhibit space in the Exhibit Hall. Distribution or display of promotional material in public areas of the Facility or meeting rooms is strictly prohibited. BCI also reserves the right to remove, at Exhibitor's cost, any promotional material or product deemed by Show Management as not suitable for display at the BCI Convention + Power Mart Expo.

(b) Exhibitor is prohibited from possessing, displaying or depicting any products or components or company names in their booth that could be interpreted as being a promotion or comparison (features, benefits, price etc.) of another company.

(c) No exhibit will be permitted that interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.

(d) Distribution by Exhibitor, or its agents, of any printed materials, souvenirs or other articles shall be restricted to the Exhibitor's exhibit space. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers or labels will be permitted as handouts.

(e) Any special promotions, music or stunts planned by Exhibitor at any time during the Event must be approved with BCI. Details should be submitted to Show Management via email to [lorr@batterycouncil.org](mailto:lorr@batterycouncil.org) at least **10 business days** prior to the start of the Event. BCI reserves the right to designate specific days and hours during which special promotions and stunts may be conducted, if they are permitted at all.

BCI allows drawings, games of chance and raffles in the Exhibit Hall, subject to the prior written approval of BCI. Exhibitor must abide by all San Antonio, Texas statutes and regulations regarding drawings, games of chance and raffles.

- (g) No animals other than service animals are permitted in BCI contracted meeting space including but not limited to the Power Mart Expo.
- (h) Exhibitor must abide by all of the General Policies, Rules, and Regulations of the Facility, a copy of which is included in the Exhibitor Services Manual, which will be made available to Exhibitor. The Facility has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual. To obtain a copy of the General Policies, Rules, and Regulations of the Facility prior to publication in the Exhibitor Services Manual Exhibitor may email [lorr@batteryCouncil.org](mailto:lorr@batteryCouncil.org).
- (i) Exhibitor shall be responsible for compliance with the Americans with Disabilities Act. Exhibitor shall indemnify, defend and hold Show Management harmless from any and all claims, costs, expenses or other damages, arising out of Exhibitor's breach of this provision consequences of Exhibitor's failure in this regard. The terms of this provision shall survive the termination or expiration of this Contract. For more information on the Americans with Disabilities Act and how to make exhibit space accessible to persons with disabilities, please contact:  
  
U.S. Department of Justice ADA, Civil Rights Division Disability Rights Section – NYAV 950 Pennsylvania Avenue, NW Washington, D.C. 20530 USA phone: +1.800.514.0301 (voice) +1.800.514.0383 (TTY), website: [www.ada.gov](http://www.ada.gov).
- (j) Helium or other compressed gas tanks must be properly secured to prevent toppling. Facility reserves the right to require compressed gas tanks to be removed from the Exhibit Hall during Show Hours. Helium-filled balloons are allowed in the Facility only as a display, and must be fastened to the booth. Balloons may not be given out within the Facility. All lighter-than-air objects must be removed from the Facility at the close of the Event. Facility reserves the right to assess a fee for retrieving any escaped lighter-than-air objects to the Exhibitor.
- (k) The JW Marriott San Antonio Hill Country Resort & Spa is the only official housing vendor for the Event and other companies may not provide the prices, service and reliability available from the JW Marriott San Antonio Hill Country Resort & Spa. If you are contacted by ANY company except the JW Marriott San Antonio Hill Country Resort & Spa about hotel reservations for BCI Convention + Power Mart, please inform Show Management at [lorr@batteryCouncil.org](mailto:lorr@batteryCouncil.org). BCI shall not be responsible for any damages or costs related to Exhibitor making hotel reservations via an unauthorized solicitation of hotel reservations.
- (l) All booth personnel must be properly and modestly clothed.
- (m) Serving of food and/or beverages from exhibitors in its booth is not permitted.
- (n) The exhibit hall is completely carpeted. Custom booth carpet order forms are included in the Exhibitor Services Manual.
- (o) Exhibitor, at BCI's sole discretion, is prohibited from taking videos and photographs of any booths in the Exhibit Hall, other than their own. Aerial photography, videography or stunts of any kind by an Exhibitor, i.e. drones, are strictly prohibited. The Exhibitor acknowledges and agrees that the BCI, its employees and contractors may take photographs/videos, which could include images of

Exhibitor, its name and logo, its representatives and its exhibits while attending the Exhibition. Exhibitor hereby consents to and grants to the BCI and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. Exhibitor acknowledges that BCI is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims Exhibitor and its representatives may have relating to or arising from the images or their use.

- (p) Music in the booth or at any of Exhibitor's function held in conjunction with the Event is subject to applicable copyright and licensing fees. It is the sole responsibility of the Exhibitor to pay applicable fees.
- (q) Exhibitors shall not cause or permit signs or articles to be affixed, nailed or otherwise attached to the doors and walls of the exhibit premises, nor shall any attachments be made to the exhibit premise's floor by means of nails, screws or any other devices that would damage the floors. These restrictions are a condition of all space leases, and their violation will result in annulment of the Exhibitor's contract, and subject the Exhibitor to liability for damages resulting from such violations.

**21. USE OF SPACE — LIGHTS/ AUDIO / ETC.**

- (a) No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring Exhibitors or guests.
- (b) Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring Exhibitors or guests.
- (c) No strobe light effects are permitted.
- (d) Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.
- (e) Loud speakers or operation of equipment, which is of excessive sound volume to be annoying to neighboring Exhibitors or guests is not permitted.
- (f) No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space. All lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or aisles. Exhibitors intending to use hanging light systems are required to submit a detailed floor plan with light locations and dimensions, including height, of all items in the booth, to Show Management for review and approval.

**22. MEETINGS & DISPLAYS OUTSIDE EXHIBIT AREA**

In order to ensure the success of the Event and avoid dilution of benefits extended to all partners, Exhibitor may not extend invitations, call meetings or otherwise encourage absence of other exhibitors/sponsors attendees from any program or other component of the Event during Show Hours or any function sponsored in connect with the Event without prior notice to and approval by BCI.

Absolutely no exhibits are permitted outside the Facility. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by BCI.

**23. HOTEL ROOMS, SUITES & MEETING ROOMS**

BCI reserves the right to control all suites and meeting rooms in the Facility and in those hotels participating in the BCI housing block. These controls have already been set up with each property. The Meeting/Function Space Application is included In the Exhibitor Console to submit requests for function space, including meeting and hospitality rooms. No meetings, private functions, including lunch meetings, or entertainment can be scheduled during Show Hours unless approved. No product displays or demonstrations are permitted in meeting rooms. Activities that conflict with the nature of BCI Convention + Power Mart Expo are not permitted. Suites and meeting rooms are assigned on a first-come, first-served basis and only to Exhibitors and organizations allied with BCI.

Cancellation of meeting space must be directed via email to [info@batteryCouncil.org](mailto:info@batteryCouncil.org), provided that the cancelling Sponsor obtains confirmation of BCI's receipt of the email on or before the cancellation deadline.

For cancellations received between the initial space selection and March 12, 2025, Exhibitor is responsible for, and BCI shall be entitled to retain, 25% percent of the total Exhibitor Package Fee as a cancellation fee. Should an Exhibitor cancel between March 13, 2025, and April 11, 2025, Exhibitor is responsible for, and BCI shall be entitled to retain, 50% percent of the total Exhibit Booth Fee as a cancellation fee.

Full payment is required and no refunds whatsoever will be made on cancellations or reductions received on or after April 12, 2025.

**24. ATTENDEE LISTS**

Attendee lists from the Event are distributed only to exhibiting companies, other official partners and attendees. Please note that Exhibitor and no other individual or organization are authorized to market or to sell attendee lists of BCI. Such lists shall only be used for mailings of promotional material relating to Exhibitor's booth at the Event and shall not be reproduced, transferred or used in any other manner. In using such lists for mailings, Exhibitor must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR) and the California Consumer Privacy Act (CCPA). The Exhibitor shall indemnify, hold BCI, its directors, officers, employees, agents or subcontractors harmless from the performance or breach of this provision by Exhibitor, its employees, agents or contractors. The terms of this provision shall survive the termination or expiration of this Contract.

**25. FIRE REGULATIONS**

- (a) All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Facility and the San Antonio Fire Prevention Division.
- (b) If Exhibitor has equipment that produces heat, smoke or open flames as an integral part of product demonstration, Exhibitor must provide ventilation, safety equipment and proper insulation and utility connections meeting all local fire regulations. Under such circumstances, Exhibitor must also receive written approval of plans from the Facility, San Antonio Fire Prevention Division and from BCI. A heat producing device form to request approval from the San Antonio Fire Prevention Division is included in the Exhibitor Services Manual.

- (c) A complete list of all fire regulations is included in the Exhibitor Services Manual. The San Antonio Fire Prevention Division has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

**26. LABOR RELATIONS**

Show services and labor may be ordered through the official show contractor for the Conference and other official service contractors. Exhibitor appointed contractor ("EAC") regulations and service order forms will be provided in the Exhibitor Services Manual.

**27. EXHIBITOR SERVICES MANUAL**

BCI's General Service Contractor will distribute an Exhibitor Services Manual to Exhibitor that provides complete shipping instructions, production information, and other forms for all services needed during installation, Show Hours and dismantle.

**28. WARRANTIES**

BCI makes no warranties, either express or implied, as to the availability or suitability of the contractors, services and/or equipment of the Facility, BCI, or their respective employees, agents or contractors.

**29. AMENDMENTS/ INTERPRETATION**

BCI reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to Exhibitor. Exhibitor, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. BCI reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Exhibitor, in the sole interpretation of BCI shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events of BCI.

**30. ENFORCEMENT/ MISCELLANEOUS**

This Contract is governed by Illinois law and the Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in Cook County, Illinois, with respect to any action arising out of this Contract or BCI. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

This Contract will be binding on the Exhibitor's heirs, successors and assigns.

**31. LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE FACILITY, BCI Convention + Power Mart Expo, BCI, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "BCI PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE BCI PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN

AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT BCI PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE BCI PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEYS' FEES AND COSTS INCURRED BY BCI PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLEY RESPONSIBLE FOR ITS ATTORNEYS' FEES AND COSTS.