



BLUEPRINT 4D

Monday, May 8th – Thursday, May 11th, 2023

Hilton Anatole – Dallas, Texas

General Exhibitor Contract

Please provide details for the primary contact who will receive information on booth selection, registration and exhibitor resources.

Company Name (as it should appear in print)

Company Website

Primary Contact Name

Email Address

Office Number

Mobile Number

Company Mailing Address

City

State

Zip Code

Country

Secondary Contact Name (if applicable)

Email Address

Office Number

Exhibit Fees

- ☐ 10' x 10' Booth \$6,000
- ☐ 10' x 20' Booth \$12,000
- ☐ 10' x 30' Booth \$18,000
- ☐ 20' x 20' Booth \$24,000
- ☐ 20' x 30' Booth \$36,000

☐ Kiosk, \$5,000

This is a single station within a booth that is shared with other kiosk exhibitors. Location on the show floor is TBD by show management.

Main Street Booth Location

(Based upon availability at time of booth selection.)

If you select a booth on Main Street, additional fees of \$2,000 for first 100 sq. ft. and \$500 for each additional 100 sq. ft. will be applied. For more information about booth selection, contact your Quest representative.

☐ Quest-opoly - \$1,500

Customer game designed to drive booth traffic. Segmented by product for targeted leads. *Inclusion in multiple books permitted.

Sponsorship fee includes the branding, promotion and inclusion in Quest-opoly materials but does not include giveaway item.

Registration Passes Per Booth Size*:

10' x 10' Booth	10' x 20' Booth	10' x 30' Booth	20' x 20' Booth	20' x 30' Booth	Kiosk
1 Full Conference	2 Full Conference	3 Full Conference	4 Full Conference	6 Full Conference	
3 Exhibit Hall Only	6 Exhibit Hall Only	9 Exhibit Hall Only	12 Exhibit Hall Only	18 Exhibit Hall Only	1 Exhibit Hall Only

All complimentary registrations must be used for the exhibiting company staff only and are non-transferable to anyone outside of the exhibiting company.

Cancellation Policy*

Cancellations will result in refunds based on the following timeframe:

- 120 or more days ahead of exhibit hall opening results in a 50% refund
- 120 - 90 days ahead of exhibit hall opening results in a 25% refund
- Fewer than 90 days ahead of exhibit hall opening results in no refund

*This also applies to any reduction in space on the show floor.

Signature Agreement

- ❖ I certify that I am authorized to sign and enter into this agreement for exhibit space on behalf of my company/organization.
- ❖ I have read and agreed to the 2023 BLUEPRINT 4D Terms & Conditions and Rules & Regulations.
- ❖ I understand that a 2023 paid vendor membership is required to sponsor or exhibit at BLUEPRINT 4D.

Printed Name: _____ Date: _____

Authorized Signature: _____

Payment Options:

☐ **Credit Card** – Once your signed contract is received, we will reach out to you for payment information.

☐ **Wire Transfer** – Please use the details below:

Bank Name: Bank of the Bluegrass
Routing #: 042101271
FW Identifier: FW042101271
Account #: 2056622

☐ **Check** - Make checks payable to Quest Oracle Community.

If paying by check, please mail payment in full to: Quest Oracle Community
BLUEPRINT 4D 22 - Vendor Relations
2365 Harrodsburg Road Suite A325
Lexington, KY 40504
Phone: 1-800-225-0517
Fax: 1-859-226-4321
vendors@questoraclecommunity.org

The signing company above agrees to abide by all rules and regulations outlined in the below agreement. I understand that the Exhibitor Service Manual and direct email updates will be provided to exhibitors containing the information necessary to participate at BLUEPRINT 4D 23. The exhibitor is responsible for the information and deadlines contained in the Exhibitor Service Manual and therefore required to meet all deadlines or may miss specific marketing or logistic opportunities. This contract by and between Quest Oracle Community (Quest) (hereinafter "Show Management") and the exhibiting company (hereinafter "Exhibitor") hereby applies to the invoice for exhibit space in the BLUEPRINT 4D 23.

Exhibitor to comply with the Exhibitor Showcase regulations, instructions and conditions of the contract published below with all the conditions under which facilities at the Hilton Anatole are provided to Show Management.

Exhibitor Showcase Site and Time

The Exhibitor Showcase will be held at the Hilton Anatole. Show Management reserves the right to make changes in the exhibit hours and dates; however, any such changes will be made known as far in

Exhibitor Showcase to be held on May 8th-11th (hereinafter "Exhibitor Showcase"). The signing of this contract indicates agreement by the

advance of the Exhibitor Showcase as possible and exhibitors will be notified accordingly.

Contract for Space

Show Management has the right to approve or reject Exhibit Applications and to approve all solution and product demonstrations, exhibits or promotions to be presented at BLUEPRINT 4D 23. The Exhibit Application shall be considered a binding contract between the two parties and subject to the rules and regulations as set forth in this contract when it is submitted and accepted in writing by Show Management. By submitting an Exhibit Application, the exhibitor releases Show Management from any and all liabilities to exhibitor, its agents, licensees, or employees that may arise or be asserted as a result of submission of an application or of participation in this Exposition.

Booth Allocation and Payment

Each potential exhibitor is required to mail, email or fax an application, or submit an online application (if available) along with full payment in order to be included in the initial booth selection process. Applications that do not include full payment will be placed on hold and unable to participate in the booth selection process until full payment is received. Space selection will occur in early 2023.

Installation, Exhibition and Dismantling Hours

Exhibitors will have reasonable time to install and dismantle their exhibits which will be specified in the Exhibitor Service Manual. No exhibitor will be permitted to dismantle their exhibit displays or remove products from the exhibitor showcase prior to the close of the trade show. Exhibit materials not removed from the exhibitor showcase by the time specified will be removed by Show Management at the exhibitor's expense and liability. Refer to the Exhibitor Service Manual for complete schedules, rules and regulations and instructions for the installation and removal of the exhibits.

Set-up of Exhibits

If an exhibitor does not show up by the end of designated move in hours, Show Management reserves the right to re-assign such space to another Exhibitor or to make such other use of the space as deemed necessary or appropriate. Show Management reserves the right to set-up the exhibit or remove the freight from the booth at the Exhibitor's expense. No refund will be made to the original contracting Exhibitor. Show Management reserves the right to modify hours in which case all Exhibitors will be notified.

Show Hours

Show hours will be communicated at a later date. The event will open on Monday, May 8th to Thursday, May 11th.

Dismantling of Exhibits

Exhibits are to be kept intact until the closing of the show. No part of an exhibit shall be removed during the show without special permission from Show Management. Any Exhibitor who begins dismantling of its display before the close of the show may entirely lose the privilege of exhibiting at future Quest Oracle Community shows.

All freight must be removed from Hilton Anatole by the end of published move out hours. If exhibits are not removed by this time, Show Management reserves the right to remove exhibits and charge the expense to the Exhibitor. All carriers must check-in by the times specified in the service manual or additional charges may apply.

Compliance with Schedule

All exhibits must be installed during the time designated in the service manual. Exhibit booths must always be staffed during exhibitor showcase hours. Each exhibitor agrees to maintain the exhibit through all exhibition hours.

Exhibitor Badges

Badges are required for all persons working in the exhibitor showcase and must be worn while in the exhibitor showcase. Children under the age of 16 are not permitted in the exhibitor showcase at any time.

Exhibitors are provided one (1) complimentary exhibitor full conference badge and three (3) complimentary exhibit hall staff badges per 100 square feet purchased.

All complimentary badges including exhibit hall booth staff, and full conference, must be used for the exhibiting company staff only and are non-transferable to anyone outside of the exhibiting company's staff. Sharing of badges is strictly prohibited.

Storage

Fire regulations in most exhibit facilities prohibit storing product, literature, empty packing containers, or packing materials behind back drapes or under draped tables. In most cases, however, Exhibitors may store a limited supply of literature or product appropriately within the booth area, so long as these items do not impede access to utility services, create a safety problem, or look unsightly.

Giveaways and Exclusive Sponsorship Rights

Distribution of giveaways and branded materials is permitted provided there is no interference with other exhibits. Quest may withhold or withdraw permission to distribute souvenirs, giveaways, advertising or any other material it considers objectionable.

Lanyards, water bottles, or bags of any kind may not be distributed in any form or fashion as there are exclusive sponsorship opportunities for this specific materials distribution at the event.

Exhibitors distributing these materials would be asked to cease and desist in doing so on site. Any expense for the production, shipping, storing and handling of these prohibited materials, should this rule be violated, is at the Exhibitor's expense.

Exhibitor Appointed Contractors

If Exhibitors intend to use an Exhibitor Appointed Contractor (EAC) to set-up and/or dismantle their booth, the Exhibitor must notify Show Management. A notification form will be provided in the Exhibitor Service Manual. An original certificate of insurance must be filed with Show Management for any exhibitor appointed contractors to gain access to the show floor. EACs shall be issued temporary credentials by Show Management in order to access the exhibit hall. **Non-Solicitation of Employees**

Quest retains the services of employees of Association International ("AI"). Vendor agrees that during the term of this Agreement and for a period of one year following the termination of this Agreement, Vendor shall not directly or indirectly solicit for employment or employ any: (1) employee of AI; or (2) former employee of AI who terminated employment with AI within one year prior to the date Vendor seeks to hire the former employee. For purposes of this section, the term "employ" refers to any arrangement whereby Vendor would, directly or indirectly, secure the services of an employee of AI. Vendor may employ an AI employee or former employee as long as: (1) Vendor receives prior written consent from AI; or (2) pays to AI a hiring fee*. The hiring fee shall be calculated as follows: (1) 50% of the employee's projected total annual compensation if Vendor compensates the New Hire directly for such work; or (2) the product of the New Hire's hourly contracting rate with Vendor multiplied by 1,000 hours if the New Hire is not compensated directly by Vendor for such work. Vendor agrees that the foregoing hiring fee is fair and reasonable, payable by Vendor to AI within (10) calendar days of the New Hire's employment. In the event Vendor breaches the terms of this Paragraph, Vendor agrees that should Quest establish a breach, \$50,000 in liquidated damages per violation shall be awarded and payable from Vendor to AI, and reasonable attorneys' fees shall be awarded and payable by Vendor to Quest.

Cancellation or Reduction in Size of Exhibit Space

In the event any Exhibitor must cancel all or part of the exhibit space contracted for herein, the Exhibitor must do so in writing to Show Management. Cancellation 120 or more days ahead of exhibit hall opening results in a 50% refund. Cancellation between 120-90 days ahead of exhibit hall opening results in a 25% refund. Cancellation fewer than 90 days ahead of exhibit hall opening results in no refund. This also applies to reduction in space.

Arrangement of Exhibits

The space provided will be as shown on the floor plan to the extent possible, but Show Management reserves the right in its sole discretion to make changes in the location, size and display limits of any booth. **Show Management will enforce the [IAEE Display Rules](#) and Regulations for exhibit space.**

Subletting of Exhibit Space

Exhibitors may not sublet, assign, or apportion any part of the space allotted, nor feature or represent, in collateral, advertisement or logos, another company or organizations message or branding within their purchased exhibit space. If channel partners or resellers wish to feature offerings of other companies and exhibitors and branding, messaging or logos cannot appear on the booth larger than a 1' square and must be approved by Show Management.

Restrictions

Show Management reserves the right to restrict or prohibit exhibits which, because of noise, method of operation or any other reason, are objectionable or otherwise detract from or are out of keeping with the character of the Exhibitor Showcase as a whole. Show Management may prohibit installation or request removal or discontinuance of any exhibit or promotion which, if continued, departs substantially from exhibitor's pre- approved design and description.

No exhibitor will be permitted to display or distribute literature, souvenirs or any promotion outside the confines of the assigned booth space in the Exhibitor Showcase without written approval from Show Management. Exhibitors are required to keep all booth activities within the confines of their exhibit space and not interfere with aisle traffic flow or access to neighboring exhibits. Activities may not disturb neighboring booths. Demonstrations, booth giveaways and literature must directly relate to the exhibiting company product, business or mission and not be offensive in any manner. **Badge lanyards and badge holders may not be distributed as souvenirs to attendees.** Show Management also reserves the right to remove, at Exhibitor cost, any promotional material or product deemed by Show Management as not suitable for display at BLUEPRINT 4D.

Exhibitors are required to conduct themselves and operate their exhibit so as not to annoy, endanger or interfere with the rights of others at the show. Show Management reserves the right to deny access to the exhibition floor to exhibitors not conducting themselves in a professional, ethical, and otherwise appropriate manner. Unsportsmanlike, unethical, illegal or disruptive conduct, such as tampering with another party's exhibit or engaging in corporate espionage is strictly prohibited.

Exhibitor's personnel and their representatives may not enter the exhibit space or loiter in the area of another exhibitor without permission from that exhibitor, and at no time may anyone enter an exhibit space that is not staffed. Violators may be ejected from the event.

Strolling entertainment or moving advertisements (robots, persons carrying or wearing signs, scooters, etc.) outside an exhibitor's space are not permitted. Repeat violations will result in the confiscation of materials/promotion items involved in the violations.

Exhibitor shall not post or exhibit any signs, advertisements, show bills, lithograph posters or cards of any description on any part of the premises of the facility, except within the exhibitor's exhibit space and upon such space as is made available for such purposes by the facility. Mobile advertisements along the roads immediately surrounding the perimeter of the convention center and event hotels are prohibited during conference hours regardless of permits. **No noisemakers, helium balloons, lighter-than-air objects, gummed stickers or labels will be permitted as handouts.**

Scanning outside of the show floor, including education sessions, is prohibited. If you have a sponsored session or reception, the Quest staff will be present to scan.

Marketing vendor parties/receptions (on or off property) that conflict with Quest-official events is not allowed.

Vendor collateral or literature is only allowed to be distributed at a vendor's booth or at approved sponsored opportunities.

Recording education sessions is prohibited without prior written approval.

Exhibitors may not advertise in or on the sidewalks, ramps, entries, doors, corridors, passageways, vestibules, hallways, lobbies, stairways, elevators, escalators, aisles, or driveways of the facility without written permission from Show Management. These areas are considered private property.

Any special promotions, music or stunts planned for the Exhibit Hall, must be cleared with Show Management. Show Management reserves the right to designate specific days and hours during which special promotions and stunts may be conducted if they are permitted at all.

Show Management strictly prohibits solicitation of business in any public areas occupied by the event, including public areas in conference hotels. Such solicitations are limited to badged individuals within registered booths in the exhibit hall only.

Exhibits are not permitted at the hotels within the official event block.

Hotels will not:

1. Rent or assign any public space, or sleeping rooms for exhibit purposes at any time during the official event days; nor
2. Permit the use of any public space or sleeping rooms for entertainment purposes or press conferences during the hours of the official event days. Exhibitors may not engage in any type of marketing activities at event hotels during the event schedule.

Drawings, game of chance and raffles are allowed in the exhibit hall. Exhibitors must abide by all Texas State Statutes regarding various drawings, games of chance and raffles.

No animals are permitted in the facility other than service animals.

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 Fire Marshall.

Exhibitors must abide by all the facility rules and regulations. A detailed list of all convention center rules and regulations are included in the Exhibitor Service Manual, made available to Exhibitors approximately 90 days prior to show opening. Contact Show Management to obtain a copy. The Hilton Anatole has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Service Manual.

Any food or beverages to be given away at exhibit booths must be approved by Show Management. If approved, food and beverage must be ordered directly through the Hilton Anatole.

Attendee Lists

Attendee lists from BLUEPRINT 4D are distributed only to exhibiting companies and must not be shared with any other persons or parties. Exhibiting companies will receive a list of attendees two weeks prior and two weeks post conference. Lists will include first name, last name, job title, company name, city, state and country.

Exhibitors and sponsors are not authorized to send email blasts to BLUEPRINT 4D 23 attendees without prior written approval from BLUEPRINT 4D Show Management team. Unauthorized usage of the BLUEPRINT 4D pre-conference attendee list will result in loss of exhibit booth space without refund and possible removal from show floor at future BLUEPRINT 4D conference(s).

Exhibitor agrees that it has and will maintain appropriate technical, privacy and data-security measures to comply with industry standard data security and privacy practices and all applicable laws and regulations, including without limitation all applicable laws and regulations relating to privacy, security, and the use, processing, handling, security, storage, and disclosure of personal data collected from individuals. Upon reasonable written request by Show Management, Exhibitor shall make available to Quest the Exhibitor's applicable data security and/or privacy policies.

In the event of unauthorized disclosure of personal data collected from attendees resulting from a security incident affecting Exhibitor, Exhibitor shall, after it first becomes aware of such occurrence: (a) promptly notify Show Management of the incident; and (b) reasonably cooperate with Show Management, at Exhibitor's expense, to investigate the incident and to take appropriate remedial actions.

Americans with Disabilities Act

All Exhibitors shall be responsible for compliance with the Americans with Disabilities Act. The Exhibitor shall hold Show Management or their subcontractors harmless from any consequences of exhibiting company's failure in this regard. For more information on the Americans with Disabilities Act and how to make your exhibit accessible to persons with disabilities, please contact:

U.S. Department of Justice ADA, Civil Rights Division Disability Rights Section – NYAV950 Pennsylvania Avenue, NW Washington, D.C. 20530 Phone: 800.514.0301 (voice) / 800.514.0383 (TTY)
Web site: www.usdoj.gov/crt/ada/adahom1.htm

Meeting and Hospitality Rooms

Only exhibiting companies will be permitted to have meeting rooms or hospitality/business suites at any of the official hotels or exhibit facilities. Exhibitors must inform Show Management of any hospitality suites, functions, classes, seminars or exhibits being held at venues other than the exhibition floor, and must receive express written consent from Show Management for said activities prior to the show. Such activity must be for internal business or staff meetings. **No exhibitor, or any affiliate**

thereof, shall conduct any offsite activity during official event hours that would encourage attendees to leave the officially scheduled event activities.

Companies who wish to host hospitality suites must apply in writing to Show Management for permission and must agree that the suites not be open during any scheduled event. In addition, no exhibitor may hold any revenue-producing event, fundraising event, or event of any type targeted to the event attendees at any time during event without the advance written approval of Show Management. If an activity is held without approval, Show Management reserves the right to exclude the exhibitor from future events.

Suitcasing

Suitcasing is defined as any activity designed to solicit or sell products or services to delegates attending a meeting, conference, or event without the proper authorization by Show Management or in ways that violate the rules of the event. Any attendee who is observed to be soliciting business in the aisles or other public spaces, in another company's booth, or in violation of any portion of this policy, is subject to removal without refund and with additional penalties.

Demonstrations/Performance of Music and Licenses

Exhibits that include the operation of musical equipment, radios, sound motion picture equipment, public address systems or any noisemaking machines must be operated so that the resulting noise will not annoy or disturb adjacent exhibitors and their patrons and must be approved by Show Management. Speakers and other sound devices should be positioned to direct sound into the booth rather than into the aisle. Rule of thumb: Sound and noise should not exceed 85 decibels.

Demonstration areas must be organized within the exhibitors' space so as not to interfere with any aisle traffic. Should spectators of a demonstration interfere with normal traffic flow in the aisle, Show Management will require that the demonstration cease.

Exhibitors and vendors are responsible for individual ASCAP/BMI music licensing fees if applicable to BLUEPRINT 4D 23 exhibit booth and/or vendor hospitality function. Vendors and exhibitors hereby represent that they have, or shall have by the time of the event, obtained all required licenses for the live or recorded performance of music. Exhibitors and/or vendors shall indemnify and hold harmless Show Management, its directors, officers, agents, members and representatives from and against all claims, costs (including reasonable attorney's fees), expenses and liabilities arising from breach of the foregoing representations.

Liability and Insurance

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Exhibitor Showcase and within the Showcase. Neither Show Management, its directors, officers, employees, agents, subcontractors or management of the Exhibitor Showcase 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.

Exhibitor agrees that it will indemnify and hold Show Management, BLUEPRINT 4D and their respective directors, officers, employees and agents harmless from and against all claims on account of injury to any person or property to the extent that any such injury was caused wholly or in part by an act or omission of Exhibitor or any of its agents, employees, subcontractors, guests, licensees or invitees. This indemnification by Exhibitor is effective unless such injury was caused by the sole negligence, or gross negligence or willful misconduct of Show Management. Exhibitor agrees that if Show Management is made a party to any litigation commenced by or against Exhibitor, or relating to this lease or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including reasonable attorneys' fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT BY REASON OF SUCH LITIGATION.

Neither Show Management nor its officers, directors, employees or agents shall in any manner or for any cause be liable or responsible to any exhibitor or its employees or agents or any other person for any injury or damage to any person, business or property in any way related to or arising in connection with the exhibition; and any and all claims for such injuries or damages are hereby waived and each

exhibitor agrees to indemnify and hold harmless Show Management and the facility, their directors, officers, employees and agents (the "indemnified parties") against any and all claims, liabilities, losses and expenses, including reasonable attorney's fees, imposed on, incurred by or asserted against the indemnified parties caused by any act or omission of that exhibitor, or occurring within the exhibit space leased by that exhibitor or arising in connection with the activities conducted by that exhibitor in connection with the exhibition.

Note: The facility contract may require the indemnification of additional parties.

The exhibitor acknowledges that Show Management and the facility do not maintain insurance covering the exhibitor's property and that it is the sole responsibility of the exhibitor to obtain business interruption and property damage insurance covering such losses by the exhibitor.

Exhibitors are required to maintain and provide a certificate of insurance evidencing the following:

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

Quest, Show Management's chosen decorator, and Hilton Anatole are to be listed as additional insurers 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.

Certificates should be sent to:

Quest ATTN: Michael Marks

2365 Harrodsburg Road, Suite A325, Lexington, Kentucky 40504
vendors@questoraclecommunity.org

Conduct of Exhibitor's Employees

Exhibitor's employees whether full, part-time or temporary personnel hired by the exhibitor, shall conduct themselves in an ethical manner at all times. Solicitation of employment to any of the attendees or any exhibitor personnel is strictly prohibited and considered unethical and shall result in serious penalties and/or loss of privilege to exhibit in or attend future BLUEPRINT 4D events.

Show Management may also ask any persons deemed, in Show Management's opinion, to be acting in an obstructive manner, or inappropriately dressed for the week's business activities to leave the exhibit floor.

No Recruiting

Advertising for employees or written recruiting literature is not allowed. Recruiting in any form is strictly prohibited. Anyone who violates this policy will not be allowed to attend BLUEPRINT 4D the following year.

The Lead Retrieval System cannot be used for recruiting. Any company or individual found recruiting will be expelled from the conference immediately, will lose membership, and lose any future opportunities to attend and exhibit at BLUEPRINT 4D.

Booth Dimensions and Signage

Exhibit fixtures, components and signage will be permitted to a maximum height of 8' 0" for all standard inline booths, 12' 0" for perimeter booths and 24' 0" for all island booths. Exhibitor agrees to abide by all rules and regulations as outlined in the Booth Construction Display Rules and Regulations.

Paging/Announcements

Show Management reserves the right to determine when and what type of announcements over the public address (PA) system will be permitted. Show Management announcements during show hours will be limited. Exhibitor announcements over the PA system are prohibited.

Force Majeure

Quest will not be responsible in any event for any loss, damage, delay, liability or limitation related to or arising out of acts of God, transportation stop-pages, labor disputes, government restrictions, civil unrest, warfare, acts of terrorism, casualty, pandemics, epidemics, infectious diseases, fear of infectious diseases, or any other similar or dissimilar causes beyond the control of Quest. Vendor hereby releases and discharges Quest and its officers, directors, employees and agents from liability for any such loss, damage, delay, liability or limitation. Should any contingency prevent the holding of the exhibition, Quest may terminate the contract and retain such part of the fee specified in the contract as is required to compensate Quest for expenses incurred up to the time such contingency or termination has occurred.

Alcohol

Exhibitors must obtain written permission from Show Management for alcohol service. Show Management must be protected from of any liability connected with exhibitor's distribution of alcohol and a certificate of insurance will be required.

Exhibitors must adhere to all rules, regulations and laws in effect at the facility regarding purchase, distribution and consumption of alcohol.

Use of Space

Each exhibitor must have a floor covering in the entire space rented if the exhibit hall is not already covered. If no covering is installed by the end of published Move In hours, Show Management will order carpet for the space at the exhibitor's cost.

Use of Logo

The BLUEPRINT 4D or Quest logos may not be reproduced on any items or documents distributed at the meeting without the express permission of Show Management.

Direct Sales

Retail sales are permissible on the exhibition floor only with the written permission of Show Management.

Contract Termination: Quest may terminate this contract for cause upon ten (10) business days prior notice.

Cause includes, without limitation:

- (a) termination of the exhibitor's membership in Quest for any reason,
- (b) the exhibitor infringes the intellectual property rights of the ERP software provider, a member or another exhibitor,
- (c) the exhibitor engages in unfair or deceptive trade or business practices in the use, marketing, sale, license, development or maintenance of the ERP software exhibitor's products or services or related products or services,
- (d) the exhibitor engages in conduct or actions that may violate any applicable federal or state laws, rules or regulations, including without limitation antitrust or unfair competition laws, or
- (e) the exhibitor breaches or defaults under this contract and such breach or default is not cured to Quest's satisfaction within the ten (10) business days' notice period described above, or Quest issues three (3) such notices to the exhibitor in any twenty-four (24) month period (even if cured). I have read and agreed to the BLUEPRINT 4D 22 Rules and Regulations Listed Above.