

2010 National Mitigation & Ecosystem Banking Conference

May 3-6, 2010 · Hilton Austin · Austin, Texas

Exhibitor Contract

Codes and Agreements: Exhibitor agrees to be bound by the conference regulations. Exhibitor further agrees to adhere to all applicable fire, utility, and building codes; regulations of the facility where the conference is held; the terms of all agreements between JT&A, inc. and the managers or owners of said facility; and the terms of all agreements between JT&A, inc. and any other party relating to the exhibits in the facility that would cause a difference in conditions from those approved by the insurance carriers of JT&A, inc. or the owners or managers of the facility, which will increase premiums payable by any of said parties.

Space Assignments: Because of the limited number of exhibits available, JT&A, inc. will assign exhibits on a first-come, first-assigned basis. JT&A, inc. will make a best effort to accommodate exhibitors' special requests but reserves the right to change the location assignments at any time prior to the exhibition dates as deemed necessary.

Provided to Exhibitors: Exhibit Booth will include an 8' x 10' booth area, one 6' or 8' table, two chairs, one electrical outlet, and one wastebasket. *Any additional equipment or service will be an additional charge.*

Conference Registration: Please note that each exhibitor is provided one conference registration. Any additional exhibitor staff are required to register for the conference. One booth pass is provided for set-up and dismantling only.

Equipment: Exhibit equipment will be provided by the selected exhibition company, audiovisual company or its vendors and will be returned at the end of the term, complete and in good condition, normal wear and tear excepted. Exhibitor has no right, title, or interest in such equipment, only the right to use it under this lease. Other equipment will be provided by the exhibitor at its own expense. Exhibit equipment will be in keeping with regulations referred to under Codes and Agreements above. Demonstrations and displays will be confined to exhibit space.

Exclusion: JT&A, inc. retains the right to exclude or require modifications of any display or demonstration that, at the discretion of the conference steering committee, it considers unsuitable to the character so the conference. All exhibits and display materials will be subject to approval by JT&A, inc.

Assignment or Sublease: Exhibitor will not sublet exhibit space or equipment provided by the conference, or assign this lease without written notice and approval.

Liability: This agreement does not constitute a partnership, employer-employee relationship, joint venture, or agency between the conference and exhibitor.

Exhibitor assumes responsibility and agrees to indemnify, hold harmless and defend, JT&A, inc., its officers, board members, employees, committee members or agents, and Hilton Austin, Hilton Hotels Corporation, and the Hotel's Owner, and their respective owners, managers, subsidiaries, affiliates, employees and agents, The Conference and its sponsors, against any claims or expenses arising out of the use of the exhibition premises.

The Exhibitor understands that neither JT&A, inc., The Conference, nor the Hotel Parties maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

Exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the Contractual liability set forth in this Exhibit Agreement, in an amount not less than \$1,000,000 Combined Single Limit for personal injury and property damage. JT&A, inc., its owners and operator shall be included in such policies as additional named insurers, with a Certificate of Insurance provided to JT&A, inc. at least 30 days prior to the Conference.

Cancellation or Postponement: In the event that the exposition is postponed because of any occurrence not occasioned by the conduct of the conference or exhibitor, whether by an act of nature, the result of war, riot, civil commotion, or the conduct of any person not party to this lease, the performance of the parties under this agreement will be excused for such period as is reasonably necessary after such occurrence to remedy the effect thereof. In the event that such occurrence results in cancellation of the conference, the obligations of the parties under this agreement will be terminated and all rental payments made under this lease will be refunded to exhibitor, less a pro rata share of expenses actually incurred by the conference.

Exhibit set-up and tear-down: Exhibitors may only set-up and dismantle their displays during those times specified by JT&A, inc. Any deviation from these times may result in a penalty of \$200, unless otherwise approved in writing by JT&A, inc.

Handling and Storage: JT&A will utilize Freeman Exposition Services to handle exhibitor shipments as requested by exhibitors, with detailed information to be provided to each Exhibitor upon registration.

Cancellation of Lease: Exhibitor has the right to cancel this agreement at any time by written notice to the conference. Cancellations prior to March 1, 2010 will receive an 80% refund. Cancellations after March 1, 2010 will not receive a refund. Under all circumstances, JT&A, inc. reserves the right to fill any exhibit space canceled by the exhibitor.

I have read, understood and agree to the above **Exhibitor Contract for the 13th National Mitigation & Ecosystem Banking Conference.**

Signature

Printed Name

Organization Name

Date

Fax signed form to (703) 997-8690, or mail to:

Mitigation & Ecosystem Banking Conference

c/o JT&A, inc.

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Chantilly, VA 20151

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