

SpaceCom Conference and Exposition 2018
November 27-28, 2018 • George R. Brown Convention Center • Houston, TX

CONTRACT FOR SPONSORSHIP

The undersigned, by the duly authorized officer, agent or employee (hereinafter called "Sponsor") hereby enters into a contract with National Trade Productions (hereinafter called "NTP") for NTP's SpaceCom 2018 Sponsorship Program. This contract is subject only to the acceptance by counter signature of NTP and to such additional terms and conditions, which constitute a part of, or are included in, this contract. Reservation of sponsorship by NTP on behalf of the Sponsor is conclusively presumed to be adequate consideration to bind the Sponsor. No alleged representations, understandings, agreements, modifications, alterations, or additions not contained within the body of this written Contract shall inure to the benefit of the Sponsor or be binding upon NTP.

TERMS FOR CONTRACTUAL OBLIGATIONS:

A. PAYMENT TERMS ARE: The first installment of 50% of the sponsorship fee is due on January 31, 2018. The final installment of 50% must be paid by August 17, 2018. Failure to make payment by said payment dates does not release the contractual or financial obligation on the part of the sponsor. Sponsorship contracts submitted to NTP on or after August 18, 2018, must be accompanied by the full payment of the sponsorship fee. Exhibitors will be liable for any collection expense, including reasonable Attorney's fees, "reasonable" to be construed as not less than twenty-five percent (25%) of the amount of all other monies determined to be owed by the Exhibitor. Please fax signed contract to (703) 706-8234 or email sales@spacecomexpo.com. Please make checks payable to National Trade Productions, Inc. (all monies must be in US Dollars). Send payment to: National Trade Productions, Inc., 313 S. Patrick St., Alexandria, VA 22314.

A copy of this contract will be returned to you upon acceptance.

B. SPONSORSHIP CATEGORY:

C. BOOTH SIZE ft. x ft. **BOOTH NO.(S):** **TOTAL BOOTH AREA:** sq. ft. **TOTAL COST \$**_____

D. TOTAL COST OF SPONSORSHIP(S):

E. ACCEPTANCE AS BINDING CONTRACT:

Company _____
 Address _____
 City/State/Zip _____
 Country _____
 Name _____
 Title _____
 Phone _____
 Email _____

F. INVOICES SHOULD BE SENT TO:

Name _____
 Title _____
 Address _____
 City, State, Zip _____
 Phone _____
 Email _____

G. PROGRAM UPDATES SHOULD BE SENT TO:

Name _____
 Title _____
 Address _____
 City, State, Zip _____
 Phone _____
 Email _____

Signature by Authorized Representative **Date**

By signature above, the individual signing this contract represents and warrants that he/she is duly authorized to execute this binding contract on behalf of named Sponsor.

For Use by National Trade Productions, Inc.

Acceptance for National Trade Productions, Inc. by: _____ Total Dollar Amount: _____

Date Accepted by National Trade Productions, Inc.: _____ A/E Code : _____

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Terms and Conditions

CANCELLATION:

The Sponsor specifically recognizes and agrees that NTP will sustain losses in the event the Sponsor cancels. In keeping with industry practice, and with the existence of such practice being hereby acknowledged by the Sponsor, the Sponsor agrees upon the following late cancellation assessment schedule as being in the nature of liquidated damages. This schedule is specifically designed to compensate NTP for its losses and not constitute a penalty, should the Sponsor cancel.

CANCELLATION REQUESTS RECEIVED:	
On or after January 31, 2018.....	0%
February 1, 2018 through August 17, 2018.....	50%
On or After August 18, 2018.....	100%

EXHIBIT HOURS: (subject to change)	
Tuesday, November 27, 2018.....	12:00 pm - 6:30 pm
Wednesday, November 28, 2018.....	10:00 am - 3:00 pm

RULES AND REGULATIONS:

Sponsors will abide by all other provisions of these rules and regulations, and with fire regulations and all other regulations of governmental agencies and the Center. It is expressly understood and agreed by applicant that the Rules and Regulations of the Exhibit as issued or amended by NTP are hereby made an integral part of the Contract and of the agreement between Applicant and NTP for this reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the contract.

ADMISSIONS:

All persons visiting the exhibits will be admitted according to the rules and regulations of the Exhibits as issued or amended by the authorized representative of NTP.

LIABILITIES:

The Sponsor agrees that NTP, its agents, and employees, the Center, or its employees: (a) Will not be responsible for any damage to or for the loss or destruction of the Sponsor's property or injuries to the Sponsor, his representatives, agents or employees, all claims for any such loss, damage, destruction, or injury being expressly waived by the Sponsor; (b) Will be exempted from or indemnified for any claims for injury to any of the Sponsor's representatives, agents, or employees. The Sponsor will be required to provide a certification of insurance to NTP. Sponsor shall also indemnify and save and hold harmless NTP and the Center from and against any cost, expense, liability, or damage which may be incident to, arise out of, or be caused by an act, omission, negligence or misconduct on the part of the Sponsor or its agents, servants, employees, contractors, guests, licensees or invitees, provided such damage or injury has not occurred due to the negligence of NTP or Center. Such indemnification is not limited to insurance required herein. NTP or Center, its agents and employees will not be liable for failure to hold the Exhibits as scheduled. Payments for sponsorship will be returned in that event except that any actual expense incurred in the connection with the Exhibits will be deducted if the Exhibits are called off because of fire, or any act of God, or the public enemy, or strike, or epidemic, or any law or regulation of public authority or any other act beyond the control of NTP, which makes it impossible or impracticable to hold the Exposition.

ARRANGEMENT OF EXHIBITS: 8' Post and Panel Back-drop with 3' sidewalls, and a company ID sign are provided without charge. Exhibitor will provide all other furnishings, equipment, facilities, etc., at their own expense and responsibility. (They may, at Exhibitor's discretion, be obtained through the official suppliers.) Booth back-drops are eight feet in height, and divider rails are three feet in height. In the area five feet forward from the rear back-drop of each booth, display materials may be placed up to a height not exceeding eight feet from the building floor. In any portion of the booth beyond five feet from the rear back-drop of the booth, all parts of the exhibit shall be placed not to exceed the height of four feet. Island configurations are limited to 20 feet where ceilings permit. Any deviation must be submitted to NTP for prior approval. Exhibits not conforming to these specifications or which in design, operation, or otherwise, are objectionable in the opinion of the management will be prohibited. All demonstrations and exhibits must be confined to the exhibit booths. No exhibitor shall assign, sublet, or share the whole or any part of the booth space allotted. If NTP gives permission for subletting of space, the Exhibitor is not permitted to resell or co-op their space at less than the full price. All exhibits must have floor covering. No concrete should be visible in or around exhibit.

GENERAL RESTRICTIONS:

- Exhibitors are prohibited from using amplifying equipment that is objectionable to NTP.
- Exhibitors must confine their activities to their contracted space.
- For displayed vehicles on the show floor; the length of the vehicle(s) multiplied by the width of the vehicle(s) cannot exceed 80% of the total booth space.
- Exhibitors will not be permitted to use strolling entertainment or to distribute samples or souvenirs except from within their own booths.
- Exhibitors who use costumed models or mannequins should be sure that their manner of appearance and dress is such as to not offend even the most critical.
- Draping materials and other decorative materials must be flameproof and comply with all State and local regulations.
- NTP reserves the right to require modification of questionable exhibits.
- Exhibitors using music in their booth, either live or mechanical, must provide NTP with a copy of Exhibitors licensing agreement with ASCAP, BMI, SESAC or other such licensing organization or must expressly warrant in writing to NTP that no such license is required due to exemption under 17 U.S.C. § 110 (5) or other specified exemption. Further, should Exhibitor play music, Exhibitor agrees to indemnify and hold NTP harmless from any action brought against NTP by ASCAP, BMI, SESAC or other licensing organization for the playing of such music.
- Exhibitors must comply with all safety provisions as noted in the Exhibitor Service Manual and as required by the Facility and Fire Marshal.
- The laws of the state of Texas shall govern the construction, interpretation and enforcement of this agreement.

INSURANCE: Exhibitors and, or any of their officers, agents, employees or other representatives shall maintain Commercial General Liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate and name NTP, its agents, and employees, and the Facility and its employees as Additional Insureds. exhibit installation and dismantling. The furnishing of such service is in no case to be understood or interpreted by exhibitors as guaranteeing them against loss or theft of any kind.

AMERICANS WITH DISABILITIES ACT: Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless NTP and The Facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to have their booth comply with requirements under the Act.

HANDLING AND STORAGE: The Facility will not accept or store exhibit materials or empty crates. The Exhibitor will make his own arrangements for delivery and receipt of shipments and storage of crates before move-in time. These services are available from the official general contractor. Fire regulations prohibit the storage of empty crates and cartons within the exhibitor's booth area. Crates and cartons will be stored by the official general contractor and returned to the booth promptly at the end of the show as part of the handling contract.

BOOTH FURNITURE, LABOR, AND DRAYAGE: When notified, exhibitors are encouraged to forward prepaid shipments directly to the warehouse of the official general contractor at the address given in the Exhibitor Service Manual with the name of show, name of exhibitor, and booth number. A copy of the bill of lading should also be forwarded to the official general contractor. Schedule of prices and applications for furniture rental and labor services will be emailed to exhibitors well in advance of show time. Orders for utility services may have advance order deadline requirements that must be adhered to by exhibitors in order to ensure installation prior to show opening. Special forms, showing rates of other basis of charges will be sent in advance of show time.

ADMISSIONS: All persons visiting the exhibits will be admitted according to the rules and regulations of the Exhibits as issued or amended by the authorized representative of NTP.

RULES AND REGULATIONS: Exhibitors will abide by all other provisions of these rules and regulations, and with fire regulations and all other regulations of governmental agencies and the Facility. It is expressly understood and agreed by applicant that the Rules and Regulations of the Exhibit as issued or amended by NTP are hereby made an integral part of the Contract and of the agreement between Applicant and NTP for this reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the contract.

UNION RESTRICTIONS: Exhibitors agree to abide by all local jurisdiction union requirements, if applicable, for work involving installation and dismantling of exhibit space.