

HITS TERMS AND CONDITIONS

1. PAYMENT OF EXHIBIT SPACE RENTAL FEE

EARLY SIGNUP FEE must be paid in full prior to the end of HITS 2018 (August 17, 2018) or no discount will be provided. Anyone who signs up and does not pay the Early SIGN UP FEE prior to August 17, 2018, will be charged the premium package fee. A non-refundable deposit of \$747.50 per booth must accompany the CONTRACT FOR EXHIBIT SPACE in order to hold exhibit space. Make checks payable to: HITS TRAINING & CONSULTING. Balance of exhibit space rental fee is due 6 months prior to the opening day of the event. For bookings made less than 6 months prior to the opening day of the event, full payment of the exhibit space rental fee must accompany the CONTRACT FOR EXHIBIT SPACE. Failure to comply with the above payment terms will result in the cancellation of the CONTRACT FOR EXHIBIT SPACE and forfeiture of all money paid.

2. CANCELLATION AND REFUND

Cancellation by the Exhibitor for any reason, prior to the balance due date above, will result in forfeiture of all money paid by the Exhibitor. If the cancelled exhibit space can be rented to another Exhibitor, and the exhibit hall is sold out, the exhibit space rental fee, less deposit money paid, any discounts given, advertising costs, and expenses incurred, will be refunded. Cancellation after the balance due date above will result in the forfeiture of all money paid by the Exhibitor, and no refund will be made. Notice of cancellation must be made in writing.

3. ASSIGNMENT OF EXHIBIT SPACE

Exhibit Space will be allocated on a first come first reserved basis. Space reservations will be confirmed upon receipt of an executed contract signed by a duly authorized representative of the Exhibitor, and payment required at the time of reservation. Exhibitor agrees not to assign, sublet, or share any portion of exhibit space. HITS Management reserves the right to assign and/or reassign the Exhibitor to booth space other than that requested by the Exhibitor, and to rearrange the exhibit hall.

4. OCCUPANCY OF SPACE

Only one exhibitor as listed on the front of this contract may occupy the exhibit space. Exhibitor agrees not to assign, sublease, or otherwise share all or any portion of the contracted exhibit space to or with any other party except a wholly owned subsidiary, or firms for which the Exhibitor is the sole distributor or world wide agent. Exhibitor agrees not to display the products, literature, or advertising of any company other than that listed on the front of this contract.

5. FIREARMS, AMMUNITION, MUNITIONS, PYROTECHNIC DEVICES, AND CHEMICAL AGENTS OR CANINES.

All firearms displayed or taken into the exhibition center, including any item designed for and capable of launching a projectile must be rendered non-functional either by installing a non-removable trigger lock or by removing the firing pin. All ammunition, munitions, and pyrotechnic products and chemical agent devices must be inert or dummy replicas. All devices designed for and/or capable of launching must be rendered non-functional. No canines are allowed in Vendor Hall.

6. INSTALLATION AND DISMANTLING OF EXHIBITS

Exhibit installation time is between 1:00 pm and 5:00 pm. On August 13, 2019. Exhibitor agrees that all materials must be removed from the exhibit area before 11:00 am on Friday August 16, 2019.

7. FURNISHINGS AND DECORATION

Exhibitors who need furnishings and decorations such as carpet, tables, chairs, etc. may rent this equipment from the Official Exhibition Services contractor in advance of

8. the event and on-site. Exhibitors who intend to use a Non-Official Service Contractor must notify the Official Contractor in writing in advance of exhibition, and provide the Official Service Contractor with proof of general liability insurance.

8. **LABOR** Except for Exhibitors who will use Non-Official Service Contractors, all Exhibitors who require the use of labor for hire for the purpose of erecting, assembling, and disassembling their exhibit must contract with the Official Service Contractor for labor. Exhibitors using Non-Official Service Contractor agree that all labor for hire personnel have the appropriate labor authorization, such as a union card, which authorizes them to perform specific trade work, and that appropriate authorization conforms to the local custom of the event jurisdiction and/or the labor pool of the Official Contractor. The Official Service Contractor shall have jurisdiction in matters related to Non-Official Labor personnel.

9. **CLEANING HITS** will provide janitorial services during the exhibition for aisles only. Exhibitors who desire cleaning and janitorial services inside a booth should contact the Official Service Contractor for services.

10. **SECURITY** Overnight security will be provided at the exhibit area. Security will begin at the end of the last event of the day and end at 7:00am. By providing this security, HITS Training & Consulting, their agents and representatives assume no liability for any loss, theft, damage, injury, or death prior to, during, or after the exhibition. Final responsibility for security and protection of Exhibitor personnel, displays, equipment, and materials shall be with the Exhibitor.

11. **LIMITS OF LIABILITY** HITS Training & Consulting, Their officers directors, agents, representatives, employees, and contractor vendors shall not be responsible and shall be held harmless for any loss, injury, or death resulting from any incident, fire, theft, or any cause whatsoever, including but not limited to accident or injury to Exhibitor property, Exhibitor demonstration participants, their employees, agents, guests, the public, and others, prior to, during, or after the exhibition. Exhibitor assumes the entire responsibility and hereby agrees to protect, indemnify, defend, and hold harmless HITS Training & Consulting, its officers, directors, employees, and agents, against all claims, losses, and damages to persons and property, governmental charges or fines, and attorney fees arising out of, or caused by Exhibitor installation, dismantling, removal, maintenance, occupancy, or use of the exhibition premises or any part thereof, including any outside exhibition or demonstration areas. Exhibitor also acknowledges that HITS Training & Consulting their officers, directors, employees, and agents do not carry insurance for Exhibitor property or person, nor will any of the above named be responsible for providing or arranging for such insurance.

12. **GENERAL RESTRICTIONS** Only law enforcement, military, and security products and services and canine related products and services may be displayed and exhibited, and HITS Training & Consulting reserves the right to deny space to an Exhibitor if the booth personnel, products and/or services to be displayed, exhibited, or promoted do not directly meet the objectives of the exhibition. All demonstrations must be confined to the limits of the contracted exhibit space and/or the Demonstration area outside of the exhibit area. Aisles must be kept clear. Advertising material,

literature, samples, and giveaways may only be distributed within the confines of the contracted exhibit space. HITS Training & Consulting reserve the right to impose limitations on visual and noise levels, and any method of operation which becomes objectionable. Helium balloons and adhesive backed signs are not permitted in the exhibit hall. No signs will be affixed with pins, nails, tape, tacks, or adhesives of any kind to walls, windows, doors, or any other surface in or out of the exhibit hall. This agreement is subject to all terms and conditions contained in the lease between the exhibition facility and HITS Training & Consulting. In the event of inconsistencies or omissions in the respective leases, the terms of the exhibition facility lease will control. In the event of any violation of these Terms and Conditions by the Exhibitor, HITS Training & Consulting reserves the right, at their discretion, to close the Exhibitors display, and remove the Exhibitor's display and equipment from the exhibit hall. The exhibitor will forfeit all monies paid, and be responsible for any and all charges associated with the above action.

13. **TERMINATION OF EXHIBITION** Should HITS Training & Consulting be prevented, in the sole judgment of HITS Training & Consulting, from holding the exhibition as a result of war, riot, strike, picketing, boycott, embargo, injunctions, emergency declared by governmental agency, damage to building, or any other act, incident, or circumstance beyond the control of HITS Training & Consulting, this CONTRACT FOR EXHIBIT SPACE may be terminated. In the event this contract is terminated, HITS Training & Consulting will have no liability for any Exhibitor financial loss or damage, and no financial obligation to the Exhibitor except to refund a pro-rated share of total exhibit space rental fees after deduction for all costs and expenses incurred by HITS Training & Consulting, and a reserve for claims. Exhibitor hereby waives all claims for loss or damage as a result of termination.

14. AMENDMENTS TO TERMS AND CONDITIONS

HITS Training & Consulting, at its discretion, may make changes, amendments, or additions to the Terms and Conditions of this contract between HITS Training & Consulting and the Exhibitor. Any changes, amendments, or additions shall be binding on the Exhibitor. The ruling of HITS Training & Consulting shall be final in all instances with regard to use of the exhibit space.

15. **JURISDICTION** For the purposes of this agreement, the parties agree that this agreement was entered into in the State of Florida and that the construction and interpretation of this agreement shall at all times and in all respects be governed by the laws of the State of Florida.

16. **Vehicles and/or other Exhibits-** Each vehicle and/or other item not displayed in a designated booth space will be assigned a position in the exhibition center by HITS Training & Consulting. Companies choosing to display a vehicle or other item agrees to pay HITS Training & Consulting the cost of space rental. The cost of each vehicle and/or other exhibit will be \$1,495.00

17. At any time, HITS TAC reserves the right to refuse attendance to any vendor with a Felony conviction or any criminal/civil background that may cast a disparaging image on HITS TAC and its event. The interpretation of disparaging image is at the complete discretion of HITS TAC. Once the impermissible background is discovered HITS will refund any funds paid for the booth to HITS TAC and will not be responsible for any additional costs.