1. SHOW SPONSORSHIP AND MANAGEMENT. The show is produced by and is the property of the IBAT Education Foundation (“the Foundation”). The Foundation will provide all show management functions and establish all show policies. Each prospective exhibitor is required to sign the APPLICATION & CONTRACT for space. By doing so, he subscribes to EXHIBITOR RULES AND REGULATIONS, WHICH IS A PART OF THE APPLICATION & CONTRACT. Each EXHIBITOR, for himself and his employees and agents, agrees to abide by these conditions, it being understood and agreed that sole control of the exhibit hall rests with the IBAT Education Foundation.

2. WHAT MAY BE EXHIBITED. The show is designed for display and demonstration of banking-related products and services. Companies that have exhibited in a previous IBAT or Foundation Show are not required to apply for a ruling of eligibility unless specifically requested to do so. Companies that have not previously exhibited in an IBAT or Foundation Show are required to secure a ruling of eligibility before making application for space. The Foundation reserves the absolute right to decline or prohibit any exhibit, exhibitor, or proposed exhibitors, not approved by the Foundation, and to permit only such matter and conduct as shall be approved.

3. SPACE LIMITATIONS. Maximum size is an 8-ft. table per exhibitor.

4. SUBLETTING OF SPACE. The exhibitor agrees not to assign, sublet, or apportion space or any part thereof allotted to him, nor to exhibit or advertise goods other than manufactured or sold by him in the regular course of business, unless approved by the Foundation.

5. PAYMENT. A non-refundable deposit of $695 must accompany each application. The balance of the bill must be paid by May 22, 2015.

6. CANCELLATION OR WITHDRAWAL. An exhibitor may cancel or withdraw from the show subject to the following conditions and restrictions:
   A. The exhibitor shall give the Foundation notice in writing of his intention to cancel or withdraw from the show.
   B. In the event the said notice is received by the Foundation at least 45 days prior to the opening of the conference, all fees paid by the exhibitor, less the deposit fee, will be refunded.
   C. In the event said notice is received less than 45 days prior to the opening of the show, no refund of any fees, including the deposit fee, will be made, and the exhibitor shall be obligated and agrees to pay the total cost of the space(s) assigned.
   In the event of cancellation, the Foundation shall have the right to use said space to suit its convenience, including selling the space to another exhibitor, without any rebate or allowance to the cancelled exhibitor.
   The Foundation assumes no responsibility for having included the name of the cancelled exhibitor or descriptions of his products in the show catalog, brochures, news releases or other materials.

7. INSTALLATION AND DISMANTLING. The specific requirements as to the time for installation and dismantling of exhibits shall be supplied to each exhibitor for the particular conference. Such requirements shall be binding upon the exhibitor as though fully set forth herein. Space not occupied or set up by that time may be re-assigned for other purposes by the Foundation.

8. CONFLICTING MEETING & SOCIAL EVENTS. In the interest of the success of the entire conference, the exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of members from the conference during the official hours of the conference.

9. BUILDING OCCUPANCY. In case the premises of the hotel shall be destroyed or damaged, or if the show fails to take place as scheduled or is interrupted and/or discontinued, or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, emergency declared by any governmental agency or by the Foundation, or for any other reason, this contract may be terminated by the Foundation. In the event of such termination, the exhibitor waives any and all damages and claims for damages and agrees that the sole liability of the Foundation shall be to return to each exhibitor his space payment, less his pro-rata share of all costs and expenses incurred and committed by the Foundation.

10. VIDEO & SOUND SYSTEMS. The use of video will be permitted, subject to approval by and the control of the Foundation. The Foundation reserves the right to curtail any sound systems. Machines that create excessive noise, making normal conversation in neighboring exhibits difficult, may, at the discretion of the Foundation, be restricted to periodic operation.

Exhibitor warrants that if any music is used in his display, he shall be responsible for any royalties due for such performance including, but not limited to, payments to BMI and ASCAP. Exhibitor further represents that he has entered into such licensing agreements as may be necessary to effectuate this warranty.

11. REFRESHMENTS. Any refreshments distributed by the exhibitor shall, at the exhibitor’s risk and expense, comply with all applicable Federal, State and Local sanitary and safety laws and regulations.

12. SAFETY, FIRE AND HEALTH. The exhibitor must comply with safety, fire and health ordinances, regarding installation and operation of equipment. All display, exhibit materials and equipment must be reasonably located and protected by safety guards and fireproofing to prevent fire hazards and accidents.

13. CARE OF BUILDING. No exhibitor may allow anmeeting or other events to be held in the building which will increase the premiums or void policies of insurance held by the Foundation. No exhibitor may permit any act by its employees by which the premises shall in any manner be marred or defaced. Exhibitor must surrender the space occupied by him in the same condition as at the commencement of occupation. Any damage done to the premises by the exhibitor shall be made good to the Foundation or the building owners, as their interests may appear.

14. INSURANCE. The Foundation and the hotel may take precautions to safeguard exhibitor’s property by means of regular perimeter guard service. However, they will not be liable for damage or loss to exhibitor’s property through theft, fire, accident or any other cause. In all cases, exhibitors wishing to insure their goods must do so at their expense.

The Foundation will not assume liability for any injury or damage that may occur to show visitors, exhibitors or their agents and employees, or others.

15. LIABILITY. It is agreed that exhibitor shall indemnify and hold harmless the Foundation and its representatives, from any and all liability that might ensue from any cause whatsoever.

Exhibitor agrees to indemnify and save and hold harmless the hotel and its affiliate companies from and against all cost, loss or expense arising incident to any claim of or liability to third parties (including, but not limited to, employees of the hotel, and their affiliate companies, contractors, and subcontractors and their employees; associates and other persons assisting the exhibitor on a paid or voluntary basis; and all guests, patrons and invitees) for injury (or claimed injury) or death of persons or loss of or damage to property arising out of the presence, activity or exhibit of the exhibitor, or the employees, agents or representatives of the exhibitor, or out of, or in connection with, performance (or nonperformance) of this contract.

Each exhibitor is responsible for his equipment and should keep an attendant in his display during the exhibit hours.

All curtains, flags and other decorative material must conform to requirements of the local Fire Department and Texas Board of Insurance Underwriters.

16. GENERAL. All matters and questions not covered by the EXHIBITOR RULES AND REGULATIONS are subject to the decision of the Foundation. EXHIBITOR RULES AND REGULATIONS may be amended at any time by the Foundation, and all amendments or additions that may be so made shall be as equally binding on all parties affected as the original EXHIBITOR RULES AND REGULATIONS.

This agreement shall be binding upon the parties hereto and their respective executors, administrators, successors, and assigns.

17. RULES. The exhibitor agrees to abide by any additional rules as may be imposed by the hotel. Such rules may be obtained upon timely written request made no later than 45 days prior to the show.

18. TERMINATION. The license may be terminated by the Foundation on the breach of any other of the conditions hereof by the exhibitor, and thereupon all his rights thereunder shall cease and terminate, and any payments made by him on account hereof prior to said termination shall be retained by the Foundation as liquidated damages for such breach, and the Foundation may thereupon resell or otherwise reuse said space.

19. TERM. This contract is valid only for the period stated on space application form and provides no guarantees for exhibit space in future years for any shows produced by the Foundation.