

## EXHIBITORS/VENDORS TERMS & CONDITIONS

Last Updated 1/16/2019

The Exhibitor Terms and Conditions sets forth the terms and conditions pursuant to which you agree to exhibit with Once Upon A Time Events (each, an “Event” and collectively, the “Events”) or during regular Exhibitor days. Exhibitor agrees to exhibit products and/or services at each Event attended by Exhibitor in accordance with the rules set forth in this Terms and Conditions agreement, Exhibitor or Exhibitor Showcase Contract, DOD and governing Headquarters McNamara Complex (location of all scheduled events) regulations; and as advised by Management.

### SECTION 1. DOING BUSINESS.

The Events are designed to bring together Services Industry Professionals to offer product and service to over 6500 potential installation customer contacts. Participating Exhibitors join an exclusive network of Business Owners, Travel and Destination Professionals, Sports, Health, Financial and Marketing Managements; Retailers and Artistic Designers, Outdoor Sports, Home Improvement and others. The Exhibitor Program was established to offer Small Businesses access to global executives, civic and community leaders, active duty, retired and Department of Defense personnel serving the global strategic community.

Once Upon A Time (*also referred to as Management*) make no representations or warranties, express or implied, regarding the number or type of persons who will attend each Event and/or any other matter related to any of the Events. Exhibitor understands that Management can only provide Exhibitor with attendance estimates based on the attendance of prior similar Events, and that Management is not promising that an Event will have a particular attendance or demographic of attendees, or that Exhibitor will receive any business at all from Exhibitor’s participation as a Exhibitor or otherwise from Exhibitor’s presence at any Event. For clarity, each “Event” as defined in this agreement refers collectively to, and includes, **all Special and/or Exhibitor Showcase Events and Rotational Exhibitor Dates being promoted by Once Upon A Time at the Headquarters McNamara Complex, 8725 John J. Kingman Road, Fort Belvoir, Virginia 22060. Once**

**Upon A Time is not an employee or representative of the Fund, the DoD, MWR or the United States Government.**

### SECTION 2. REGISTRATION.

Exhibitor Registration is available upon request online from our website homepage located at [www.OnceUponATimeInVA.com/Events](http://www.OnceUponATimeInVA.com/Events). Exhibitor registration contains additional information regarding various options, pricing, and application for becoming a Rotational Exhibitor, dimensions of exhibition spaces for Events, Rotational Exhibitor Appearance dates, payment schedule and other Venue information. You may submit completed Exhibitor Registration by mail to Once Upon A Time, 1295 Dogleg Drive, Locust Grove, Virginia 22508 or email to [info@OnceUponATimeInVA.com](mailto:info@OnceUponATimeInVA.com).

If you elect to register by Mail to Once Upon A Time, 1295 Dogleg Drive, Locust Grove, Virginia 22508 for an Event or to become a Rotational Exhibitor you acknowledge and agree to be bound by the terms and conditions set forth by this Exhibitor Agreement, Retailer Temporary Exhibitor Agreement, the Department of Defense regulations and Installation policies. If you elect to register for an Event or as a Rotational Exhibitor **electronically**, with Once Upon A Time you acknowledge and agree to be bound by the Terms and Conditions, Exhibitor and/or Exhibitor Showcase Agreement, the Department of Defense regulations and Installation policies. Submission of registration fees indicates that you or your representative has

reviewed and agree to the Exhibitor Terms and Conditions Agreement.

It is further agreed that as a representative of your company you represent and warrant that you are at least eighteen (18) years of age and not a minor in your state of residence, and that, if you are executing this Exhibitor Agreement and/or the Retailer Temporary Exhibitor Agreement on behalf of an entity, you have been duly authorized to so act by such entity. We reserve the right to modify this Agreement or the terms of being an Exhibitor at any time. You agree to review this Exhibitor Agreement periodically to be aware of all such modifications. You further agree that your continued use of the Website after a modified version of this Exhibitor Agreement has been posted to the Website shall be deemed to be your conclusive acceptance of any modified version of this Exhibitor Agreement. We will indicate that changes to this Agreement have been made by updating the date indicated after "Last Updated" at the beginning of this Agreement. If you do not agree to abide by the initial version and each modified version of this Agreement, you are not authorized to use the Website. A current version of this Agreement is accessible via the footer of the Website's homepage.

**SECTION 3. PAYMENTS. NO REFUNDS. CANCELLATIONS.**

**A. PAYMENTS.**

Exhibitor's participation in each Event is contingent upon Exhibitor having paid in full the applicable fees which are collectively set forth in (a) the Exhibitor Contract, (b) Exhibitor Showcase Form and (c) charges for additional services incurred by being a Exhibitor or otherwise selected by Exhibitor from time to time, if applicable (collectively, the "Exhibitor Fees") prior to the stated deadline for the payment of all such Exhibitor Fees. Upon Exhibitor's registration an Event, the total balance of the applicable Exhibitor Fees shall become due and payable in full to Management at the time of Exhibitor's registration. Exhibitor may pay any portion of the Exhibitor Fees by Visa, MasterCard, American Express or Discover credit cards or by check. To the extent that Exhibitor provides credit card

information to Management, Exhibitor authorizes Management to charge such credit card to make all payments of the Exhibitor Fees. Exhibitor acknowledges and agrees that Management is authorized by Exhibitor to execute (and that Management shall execute) an authorization in the amount of the total Exhibitor Fees on Exhibitor's credit card at the time of registration in order to reserve Exhibitor's Exhibitor Space, and that Management is authorized to charge Exhibitor's credit card (as provided in the Exhibitor Contract or thereafter by Exhibitor to Management) to pay for all further payments of the Exhibitor Fees or any other fees or expenses owed to Management by Exhibitor. Exhibitor's Exhibition Space cannot be reserved without such a credit card authorization being made by Management. Exhibitor agrees that the execution of any credit card authorization by a representative of Exhibitor shall be deemed to be an authorization by Exhibitor. Payment by bank draft/check will be processed within 10 business days of receipt. Registrations that are returned for insufficient funds will be charged a \$75.00 fee and no further payments by bank draft will be accepted as the form of payment.

All Exhibitor Fees and other fees or charges paid to Management by Exhibitor shall be in U.S. Dollars.

**B. NO REFUNDS.**

ALL EXHIBITOR FEES ARE FINAL. ONCE EXHIBITOR EXECUTES THE EXHIBITOR CONTRACT AND/OR A EXHIBITOR SHOWCASE FORM, THERE ARE NO REFUNDS OF EXHIBITOR FEES WHATSOEVER AND ANY OVERDUE BALANCE OF EXHIBITOR FEES SHALL BE PAID IN FULL BY EXHIBITOR EVEN IF EXHIBITOR DECIDES NOT TO ATTEND ANY EVENT TO WHICH SUCH EXHIBITOR FEES APPLY, UNLESS (AND AS THE SOLE EXCEPTION TO SUCH POLICY) MANAGEMENT CANCELS SUCH EVENT. FOR THE SAKE OF CLARITY, THE ONLY INSTANCE BY WHICH EXHIBITOR MAY RECEIVE A REFUND OF EXHIBITOR FEES IS IF MANAGEMENT CANCELS AN EVENT TO WHICH SUCH EXHIBITOR FEES APPLY OR MANAGEMENT OTHERWISE DETERMINES IN OUR SOLE DISCRETION TO ISSUE A REFUND.

### **C. CANCELLATIONS.**

Management has the right to cancel Exhibitor's registration to any Event (and, if during an Event, Management has the right to have Exhibitor and/or Exhibitor's representatives removed from such Event) at any time due to the breach by Exhibitor (and/or any of Exhibitor's representatives) of Exhibitor's obligations under the Exhibitor Contract, any applicable Exhibitor Showcase Form and/or Terms and Conditions, or otherwise due to any threatened or actual act taken or omission against the interests of Management, all as determined by Management in Management's reasonable sole discretion. In the event Exhibitor's registration to an Event is cancelled by Management or if Exhibitor or any of Exhibitor's representatives are so removed from an Event, Exhibitor shall not receive any refund of the Exhibitor Fees. Notwithstanding the foregoing, if, however, Exhibitor's registration is cancelled by Management for an Event because Management has cancelled such Event, then Management shall provide Exhibitor with an alternate Event/Appearance Date. However, Management shall not be responsible for any delays, damages, losses, increased costs, or other unfavorable conditions or indirect or other damages arising in connection with or related to any delay or cancellation of an Event, and Exhibitor waives all such claims arising therefrom or in connection thereof and shall hold Management harmless. Event reschedule is the option available for Exhibitors who are cancelled or removed by Management vs the alternative of forfeiture of submitted Exhibitor Fees. There are no refunds for submitted Exhibitor Fees or any additional charges incurred by Exhibitor in connection with an Event and/or other services order by Exhibitor in accordance with the Exhibitor Contract and/or any Exhibitor Showcase Form.

### **SECTION 4. DEADLINES.**

Management offers Exhibitor the opportunity to purchase space in various Event-related promotions, such as Display Posters, Banners, Table Top Ads, and Email Blasts. However, Management is not responsible if Exhibitor purchases a promotion but then fails to deliver to Management (via email or otherwise) any required materials needed for such a promotion,

so that a deadline for inclusion in any such promotion is missed and this results in Exhibitor not being included in such promotion. In the event of any such occurrence, Management will not be liable to Exhibitor in any manner, and Management shall not provide Exhibitor with any refund for any such missed deadline or be obligated to provide Exhibitor with any credit for any future promotion.

### **SECTION 5. WORKSHOPS.**

Management may offer Exhibitor the opportunity to present at or otherwise participate in a workshop or workshops held at an Event. Management does not guarantee the attendance of any workshop or that any workshop will be successful or beneficial to Exhibitor. Further, Exhibitor must provide Exhibitor's own AV and all related equipment (including, without limitation, video adaptors for Exhibitor's computer, projection and the like) at each such workshop, unless other arrangements have been made in advance in writing with Management, and Management has confirmed in writing that Management will be providing such items for Exhibitor's use during such workshop. Exhibitor also understands that Exhibitor may not charge for tickets to attend Exhibitor's workshop. Exhibitor understands that Management does offer workshop tickets for attendees in Management's online registration for the Events. Management cannot guarantee that Exhibitor's workshop will be presented at the time and location scheduled and dependent upon installation services and or demands.

### **SECTION 6. ADD-ON SERVICES.**

If Exhibitor selects any of the Exhibitor Space and/or marketing add-on options in the Exhibitor Contract, Exhibitor Showcase Form or any other documentation provided by Management (including without limitation this Exhibitor Agreement), Exhibitor shall be billed for such services as described in the Exhibitor Contract, Exhibitor Showcase Form and/or other documentation. For example, if Exhibitor selects banner ads as a marketing add-on service, Management will bill Exhibitor (in

advance) for such a service, commencing upon Management's receipt of Exhibitor's request for such a service. Any request by Exhibitor to cancel any add-on service will take effect at the end of the then-current billing period in which such request was received by Management in writing. No refunds or credits will be issued for amounts charged or paid for such services prior to or during the billing period in which such a cancellation request is received in writing by Management.

#### **SECTION 7. THIRD PARTY SERVICES.**

Exhibitor acknowledges and agrees that Exhibitor's participation, correspondence or business dealings with any third party in connection with an Event or Events, or otherwise (regarding payment and delivery of specific goods and services or otherwise), and any other terms, conditions, representations or warranties associated with such dealings, are solely between Exhibitor and such third party or parties. Exhibitor agrees that none of the Management Parties (as hereinafter defined) shall be responsible or liable for any loss, liability or damage of any kind incurred as a result of such dealings.

#### **SECTION 8. TAXES.**

Exhibitor shall be responsible for obtaining all licenses, permits and approvals, and all tax identification numbers, under local, state or federal law applicable to Exhibitor's activity at each Event, and for paying all taxes, license fees and other charges that become due to any governmental authority or other person because of such activity at or in connection with each Event.

#### **SECTION 9. REIMBURSEMENT OF COSTS.**

Exhibitor shall pay for all fees, expenses and costs incurred by Management, including without limitation for all legal and collection services, incurred by Management in collecting any past due amounts from Exhibitor. Furthermore, all past due invoices are subject to the lesser of (a) a one and one-half

percent (1.5%) interest charge per month on the past due amount, or (b) the maximum amount permitted by law.

#### **SECTION 10. EXHIBITOR ELIGIBILITY. LOCATION EXHIBITOR SPACE.**

Notwithstanding anything to the contrary in this Exhibitor Terms and Conditions, Management shall have the sole right to determine, in Management's sole discretion, the (a) eligibility of any Exhibitor, representative of Exhibitor and (b) appropriateness of any exhibition or material used by an Exhibitor at an Event. A request for a particular location for the Exhibitor Space (if provided) will be considered by Management, but such space shall be assigned by Management primarily on an "as available" basis and ultimately we shall determine in our sole discretion the location of all Exhibitor Space. Exhibitor understands that Management cannot accommodate all such requests and does not guarantee Exhibitor any particular location of Exhibitor Space at a Venue due to any such request or otherwise. Further, even once the Exhibitor Space has been allocated to Exhibitor by Management, there may arise circumstances in which Management must move Exhibitor from such Exhibitor Space to another location at a Venue without prior notice, and Exhibitor acknowledges and agrees that (i) Management has every right to arrange a Venue floor plan as Management determines at any time, in our sole discretion, without prior notice and accordingly that Management may change the location of Exhibitor's Exhibitor Space at any time without prior notice, and (ii) Exhibitor shall not be eligible for any refund of the Exhibitor Fees or other compensation due to any such arrangement or adjustment by Management. Exhibitor should keep in mind that the Exhibitor Space consists of a simple booth space, generally comprised of table, chairs, skirting\* [*Family Day Fun Food Exhibitor Space consist of 20' x 20' Exhibitor space*] and electricity access.

#### **SECTION 11. Security Access.**

All Exhibitors, representatives, Exhibitor Showcase event Exhibitors and or delegates must provide the following

information on all attendees requesting site and building access by secure email to [Luigi@Onceuponatimeinva.com](mailto:Luigi@Onceuponatimeinva.com) to complete your setup. Security Access Registration must be completed no later than 72 hours prior to setup. Failure to register promptly will delay Exhibitor's access. Exhibitors failure to comply does not void agreement. Exhibitor information will be safeguarded but **will never be stored by Management:**

*Name as it appears on Driver's License, Last four of Social Security Number, Date of Birth and Gender*

#### **SECTION 12. DEFAULT OCCUPANCY.**

If Exhibitor has not met the deadline set by Management for completion of having fully assembled/installed the Exhibitor Space for occupancy by Exhibitor (including without limitation all displays), then the Exhibitor Space of Exhibitor may be possessed, transferred and/or otherwise used by Management for such purposes as Management may determine in our sole discretion. No such action taken by Management shall relieve Exhibitor of all of Exhibitor's obligations in the Exhibitor Contract, the Exhibitor Terms & Conditions and/or any other writing between Management and Exhibitor, including without limitation the full payment of all Exhibitor Fees to Management, even if due to such failure by Exhibitor the Exhibitor Space is utilized for other purposes as determined by Management in our sole discretion.

#### **SECTION 13. SUB-LEASING / SHARING.**

Exhibitor shall not sublet, assign or otherwise share or transfer the Exhibitor Space (or any portion thereof) to any other person without the prior written approval of Management, which Management may grant or withhold in our sole discretion.

#### **SECTION 14. DISPLAY SPECIFICATIONS; SOUND AND ACTIVITIES.**

Signs or displays used by Exhibitor must not exceed ten (10) feet in height and the width of the booth space provided by Management (or a third party upon Management's prior written

consent) in the Exhibitor Space. Exhibitor is not allowed to hang graphics on back walls or otherwise that extend beyond the Exhibitor Space (as determined by Management in our sole discretion). Exhibitor and/or Exhibitor's representatives shall not conduct any activities in aisles or in spaces bordering the Exhibitor Space or in any other location, and Exhibitor and/or Exhibitor's representatives must remain in the Exhibitor Space. All sound amplification devices and other sound producing equipment and activities of Exhibitor and/or Exhibitor's representatives shall be limited to reasonable volume levels which shall not be audible beyond the boundaries of the Exhibitor Space and shall in no case disturb other Exhibitors, attendees of an Event or otherwise any Event activities, as determined by Management in our sole discretion. Further, Exhibitor cannot use any sign or other displays impinge in any manner in the area outside of Exhibitor's Exhibitor Space and Exhibitor and/or Exhibitor's representatives cannot engage in the wearing of any distinctive costumes, carrying of banners or signs and the like, which Management finds to be distracting to the Event (as determined in our sole discretion). Management reserves the right to determine the placement of all signs, displays and the like and the acceptable sound levels of all sounds and sound devices used by Exhibitor, and the overall behavior of Exhibitor and Exhibitor's representatives, all in Management's sole discretion.

#### **SECTION 15. EXHIBITOR SHOWCASE.**

##### **A. BECOMING A EXHIBITOR SHOWCASE.**

Exhibitor may in some instances also desire to become an advertiser and/or Exhibitor Showcase of an Event or Events (a "Exhibitor Showcase") by undertaking certain Exhibitor Showcase responsibilities in connection with each such Event, whether by providing certain products or services in exchange (partially or in whole) for the Exhibitor Space allocated to Exhibitor, various promotions in connection with each such Event, or otherwise.

##### **B. EXHIBITOR SHOWCASE FORM.**



If Exhibitor also becomes a Exhibitor Showcase, either (a) the Exhibitor Contract, or (b) some other signed writing exchanged between Exhibitor and Management regarding the terms of the Exhibitor Showcase (the "Exhibitor Showcase Form") shall describe the products, services and/or other items to be provided by Exhibitor to Management and/or to attendees of an Event. The Exhibitor Contract and/or a Exhibitor Showcase Form, as the case may be, shall describe the nature of each such Exhibitor Showcase and the respective obligations of Exhibitor and Management in connection therewith.

### **C. LICENSE.**

Exhibitor hereby grants to Management the right and license for Management to copy, modify, exhibit, display and generally to use the trademarks, logos, brands and names of Exhibitor as needed in order for Management to carry out the requests of Exhibitor to act as a Exhibitor Showcase, further to the Exhibitor Contract or any Exhibitor Showcase Form, or for any other promotion of Exhibitor as a Exhibitor at or otherwise in connection with an Event. If Exhibitor has not yet provided Management with Exhibitor's branding (i.e., business name and logo) regarding an upcoming promotion, Exhibitor (a) authorizes Management to copy and use Exhibitor's branding found at Exhibitor's website and use such branding in connection with the promotion, or (b) acknowledges that, notwithstanding the foregoing, Management may decide in its sole discretion not to use Exhibitor's logo or other branding in connection with such promotion, even though pursuant to Section 3 of this Exhibitor Terms & Conditions Exhibitor shall not receive any refund for fees paid or payable in connection with such failure to proceed with such promotion.

### **SECTION 16. EXHIBITOR SHOWCASE EVENTS.**

Exhibitors are offered the opportunity to Showcase/Host their own Site Events. All request will be scheduled through Management, addressed on case-by-case basis; and added to the calendar on first-come. All suggested events will be vetted with Installation Management and Security personnel; with no guarantee. Exhibitor agrees and hold Management harmless

should an Exhibitor Showcase Event be rescheduled due to installation needs and or requirements. Should such Re-scheduling be required Management will work with Exhibitor for a suitable alternative date. No refunds will be provided. All fees for Exhibitor Exhibitor Showcase Events include event setup and take down of rented table, chairs, cloth and skirting (may require cleaning fee deposit), electricity access, installation event promotion through kiosk, table tops, intra-net bulletin and Managements Events Site Website. Event Promotional, Posters, banners, mugs, shirts, tent cards, etc., are available through Management with special pricing for site Exhibitor Showcase Events. All registrants for Exhibitor-Host-Exhibitor Showcase Events are required to submit security access info for installation access prior to scheduled event.

### **SECTION 17. PROFESSIONAL MANNER.**

Exhibitor represents and warrants that all products, services and/or other items provided to Management or to Event registrants in the course of a Exhibitor Showcase or otherwise shall all be in good workmanlike order and/or be performed in a competent and professional manner, as applicable, and shall operate and/or be performed as promoted under the Exhibitor Showcase and as intended by the person using or benefiting from such products, services and/or items.

### **SECTION 18. NO LIABILITY.**

None of the Management Parties shall be responsible or in any other way liable for any products, services and/or any other items provided by Exhibitor (i) to Event registrants, (ii) to Management for distribution to Event registrants or otherwise for use by Event registrants, or (iii) for any other use of such products, services and/or other items at any Event or otherwise. Exhibitor shall be exclusively liable for all such products, services and/or other items and, for the sake of clarity, shall hold harmless, defend and indemnify each of the Management Parties (pursuant to Section 26 below) against any and all claims arising out of the distribution and/or use of any such products, services and/or other items PROVIDED THEY ARE

NOT MANUFACTURED/FABRICATED BY MANAGEMENT.

**SECTION 19. RESCHEDULE. NO CANCELLATION. NO REFUNDS.**

Further to Managements general policy of no refunds as described above and given the nature of Exhibitor Showcase (i.e, Management generally commences Exhibitor Showcase promoting activities as soon as Exhibitor agrees to an Exhibitor Showcase. Once Exhibitor becomes an Exhibitor Showcase by executing either the Exhibitor Contract or Exhibitor Showcase Form Exhibitor shall not be eligible to receive a refund regarding Exhibitor Showcase selected. Exhibitor is required to pay Management all payments due to Management by Exhibitor including without limitation all payments related to a Exhibitor Showcase even if Exhibitor has cancelled such a Exhibitor Showcase or prevent the Exhibitor Showcase from occurring. Exhibitor is obligated to pay all fees related to a Exhibitor Showcase in full as soon as the Exhibitor Showcase Form or Exhibitor Contract indicating such Exhibitor Showcase is executed by Exhibitor. Where effective Exhibitor-Exhibitor Showcase Events will be rescheduled.

**SECTION 20. REPRESENTATION AND WARRANTIES.**

Exhibitor represents and warrants that (a) all information provided to Management (whether as part of the Exhibitor Contract, a Exhibitor Showcase Form or otherwise) is accurate, complete and current and that Exhibitor shall update such information if and as soon as such information changes, (b) Exhibitor's use of all materials during or otherwise in connection with an Event, including without limitation all signs, displays, hand-outs, photographs, logos, videos and musical compositions (collectively, the "Materials") shall not infringe the copyright, trademark, patent or other rights (including without limitation the right of publicity, right to privacy, or misuse of a person's name, image and likeness) of any individual or entity, (c) Exhibitor shall ensure that

Exhibitor's representatives shall fully comply with the terms and conditions of this Exhibitor Agreement, the Exhibitor Contract, any Exhibitor Showcase Form (if applicable, and any other writing between Exhibitor and Management, as if each such representative was Exhibitor, rules and regulations governing the Department of Defense security and installation regulations and (d) Exhibitor shall be fully responsible for the acts and/or omissions of any and all of its representatives.

**SECTION 21. MUSIC LICENSING.**

For the sake of clarity, Exhibitor agrees not to permit any musical work protected by copyright to be staged, produced or otherwise performed, via either "live" or mechanical means at an Event unless Exhibitor has previously obtained written permission from the copyright owner, or the copyright owner's designee (e.g., ASCAP, BMI or SESAC) of such work for such use. Exhibitor accepts full and complete responsibility for the fulfillment of all obligations under any agreement permitting the public performance or other use of any such musical work, or its failure to secure any such rights, including but not limited to, all obligations to obtain public performance rights and to accurately report data and to pay royalty fees in connection with such works.

**SECTION 22. EXHIBITOR REPRESENTATIVES.**

Exhibitor's representatives at each Event shall be restricted to Exhibitor's employees, consultants or agents who have been designated in the Exhibitor Contract or otherwise duly registered in writing with Management prior to such Event. Such representatives shall wear badges and/or other identification provided by Management at all times during an Event to indicate their connection to Exhibitor. Exhibitor shall be fully responsible for the acts and/or omissions of each of its representatives.

**SECTION 23. SAMPLES. SOUVENIRS. SALES.**

Exhibitor may distribute Exhibitor's samples, souvenirs, brochures, etc., from within the Exhibitor Space only. While Management is under no obligation to monitor such activity, Management shall have the right to prohibit distribution of such items or other activities which, as Management determines in our sole discretion, interfere with the experience of our attendees or otherwise with an Event. If Exhibitor wishes to distribute food and/or beverage samples at an Event [**other than the Annual Family Day Event**], Exhibitor must first obtain the written approval for such distribution from Management. Family Day approved Food Exhibitors are responsible for securing any other approvals required to perform (e.g., Health Department, permits, insurance, etc.) and if required, send all such approvals to Management prior to such Event. Otherwise, Exhibitor may not distribute any food or beverages at an Event. If, notwithstanding the foregoing restrictions, Exhibitor acts to distribute food and/or beverages at an Event, then in addition to Management's other recourse under this Exhibitor Terms & Conditions, Management shall not be liable for any such distribution in any manner (including without limitation any fines levied in connection with such distribution), and Exhibitor shall, for the sake of clarity, promptly indemnify each of the Management Parties and reimburse Management for all such fines levied on Management and any other expenses incurred by Management relating to such distribution, and Exhibitor expressly authorizes Management to charge Exhibitor's credit card on file with Management to secure such a reimbursement

#### **SECTION 24. EXHIBITOR CONDUCT.**

Exhibitor may not operate the Exhibitor Space or otherwise engage in any activity during an Event that is competitive with Management or which annoys, endangers or interferes with the rights of other Exhibitors or other attendees of an Event, or an Event's activities, as determined by Management in our sole discretion. Exhibitor shall be fully liable for any damage caused at an Event by Exhibitor or any of Exhibitor's representatives (including without limitation damage caused to any portion of

a Venue, or to other Exhibitors, attendees, or to Management or any of Management's representatives).

#### **SECTION 25. SPECIAL REQUESTS.**

Any and all special requests by Exhibitor or any of Exhibitor's representatives, including without limitation a request that Management provide hearing-impaired interpreters at an Event or any similar such requests, must be delivered in writing to Management no less than sixty (60) days prior to such Event.

#### **SECTION 26. RELEASE; DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.**

##### **A. RELEASE.**

EXHIBITOR HEREBY EXPRESSLY RELEASES MANAGEMENT AND EACH OF ITS MEMBERS, MANagements, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, REPRESENTATIVES AND ASSIGNS, AS WELL AS EACH VENUE OPERATOR (COLLECTIVELY, THE "MANAGEMENT PARTIES") FROM ANY AND ALL DAMAGES, CLAIMS, COSTS AND OTHER LIABILITIES ARISING OUT OF OR OTHERWISE RELATED TO EACH EVENT, INCLUDING WITHOUT LIMITATION ALL (A) DAMAGE TO THE EXHIBITOR SPACE AND/OR OTHER PART OF A VENUE OR THE LOSS IN THE EXHIBITOR SPACE (OR THE VENUE ALTOGETHER) OF ELECTRIC POWER, INTERNET (WIRELESS OR HARDLINE), AND THE LIKE, AND (B) ANY LOSS, THEFT, DAMAGE OR DESTRUCTION OF OR TO ANY OF EXHIBITOR'S PROPERTY (OR THAT OF ANY REPRESENTATIVE OF EXHIBITOR) OR ANY PROPERTY OF OTHERS, EVEN IF SO ARISING DUE TO THE NEGLIGENCE OF ANY OF THE MANAGEMENT PARTIES.

##### **B. DISCLAIMER OF WARRANTIES.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EXHIBITOR TERMS & CONDITIONS, EXHIBITOR AGREES THAT (A) EXHIBITOR'S PARTICIPATION IN EACH EVENT IS "AS IS", "AS AVAILABLE", AND AT EXHIBITOR'S SOLE RISK, (B) NONE OF THE MANAGEMENT PARTIES SHALL HAVE ANY LIABILITY, OBLIGATION OR



RESPONSIBILITY TO EXHIBITOR, ANY OF ITS REPRESENTATIVES OR ANY OTHER PERSON FOR ANY LOSS, DAMAGE, OR ADVERSE CONSEQUENCE ALLEGED TO HAVE HAPPENED OR WHICH HAS HAPPENED, DIRECTLY OR INDIRECTLY, RELATED TO EXHIBITOR'S ATTENDANCE AT ANY EVENT OR OTHERWISE EXHIBITOR'S INTERACTION WITH ANY OF THE MANAGEMENT PARTIES, (C) EACH OF THE MANAGEMENT PARTIES SPECIFICALLY DISCLAIMS ANY WARRANTIES THAT ANY EVENT WILL MEET EXHIBITOR'S NEEDS OR REQUIREMENTS, OR THAT EXHIBITOR'S PARTICIPATION IN ANY EVENT WILL BE UNINTERRUPTED OR ERROR-FREE, (D) NONE OF THE MANAGEMENT PARTIES MAKE ANY REPRESENTATION, WARRANTY GUARANTEE OR PROMISE, EXPRESS OR IMPLIED, THAT EXHIBITOR SHALL DERIVE ANY BENEFIT THROUGH OR FROM EXHIBITOR'S PARTICIPATING IN, OR OTHERWISE IN CONNECTION WITH, ANY EVENT, INCLUDING WITHOUT LIMITATION ANY INCREASED BUSINESS OR GOODWILL, (E) NONE OF THE MANAGEMENT PARTIES ARE RESPONSIBLE FOR ANY THEFT, LOSS OR DAMAGE TO ANY OF EXHIBITOR'S BELONGINGS (OR ANY BELONGINGS OF ANY OF EXHIBITOR'S REPRESENTATIVES), AND (F) OTHER THAN FOR THE EXPRESS WARRANTIES MADE IN THIS EXHIBITOR AGREEMENT, NONE OF THE MANAGEMENT PARTIES MAKES ANY WARRANTY REGARDING OR RELATING TO ANY EVENT OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, ACCURACY, TIMELINESS, OR SUCCESS OF ANY EVENT. IN EXCHANGE FOR THE FEES, PRODUCTS, SERVICES AND/OR OTHER ITEMS BEING PROVIDED BY EXHIBITOR TO MANAGEMENT UNDER THE EXHIBITOR CONTRACT AND/OR THE EXHIBITOR SHOWCASE FORM, MANAGEMENT SHALL BE OBLIGATED ONLY TO UNDERTAKE SUCH ACTIONS (OR PROVIDE EXHIBITOR WITH THE TIMES) EXPRESSLY SET FORTH IN THE EXHIBITOR CONTRACT AND/OR THE EXHIBITOR SHOWCASE FORM.

**C. LIMITATION OF LIABILITY.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EXHIBITOR TERMS & CONDITIONS, IN NO EVENT SHALL ANY OF THE MANAGEMENT PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES ARISING OUT OF, IN CONNECTION WITH OR RELATED TO ANY SUCH PARTY'S INVOLVEMENT IN AN EVENT OR EVENTS OR OTHERWISE INVOLVEMENT WITH EXHIBITOR OR ANY OF EXHIBITOR'S REPRESENTATIVES, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS OR BUSINESS, OR ANTICIPATED LOST PROFITS, BUSINESS OR GOODWILL AND THE LIKE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE ENTIRE LIABILITY OF THE MANAGEMENT PARTIES TOGETHER, AND EXHIBITOR'S EXCLUSIVE REMEDY FOR ANY DAMAGES RELATED TO ANY EVENT AND/OR ANY OTHER INTERACTION WITH ANY OF THE MANAGEMENT PARTIES, IS LIMITED TO THE LESSER OF (A) ONE-HALF (½) OF THE AGGREGATE EXHIBITOR FEES PAID TO MANAGEMENT BY EXHIBITOR FOR THE PARTICULAR EVENT IN CONNECTION WITH WHICH THE CLAIM REGARDING SUCH LIABILITY IS BASED (AND NEVER TO EXCEED THE EXHIBITOR FEES APPLICABLE TO THE MOST RECENT EVENT ATTENDED ONLY, EVEN IF SUCH CLAIM INVOLVES MULTIPLE EVENTS OR IF NO EVENT HAS YET BEEN ATTENDED THEN THE IMMEDIATELY FOLLOWING EVENT SCHEDULED), OR (B) ONE THOUSAND DOLLARS (\$1,000). THIS LIMITATION OF LIABILITY PROVISION IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS EXHIBITOR AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. SOME OF THE ABOVE LIMITATIONS IN THIS SECTION 25 MAY NOT APPLY TO EXHIBITOR, AS SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES.

## **SECTION 27. INDEMNIFICATION.**

Notwithstanding anything to the contrary in this Exhibitor Terms & Conditions, Exhibitor shall indemnify, defend and hold each of the Management Parties harmless from and against any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and disbursements and all other associated costs of a lawsuit or lawsuits), arising out of, in connection with or related to (a) any breach by Exhibitor (or any representative of Exhibitor) of any representation, warranty or covenant made, or obligation undertaken, by Exhibitor in this Exhibitor Terms & Conditions, the Exhibitor Contract, any Exhibitor Showcase Form (if applicable) and/or any other writing between Exhibitor and Management, (b) any failure by Exhibitor (or any representative of Exhibitor) to fulfill any of Exhibitor's or such representative's obligations in this Exhibitor Terms & Conditions, the Exhibitor Contract, any Exhibitor Showcase Form (if applicable) and/or any other writing between Exhibitor and Management, (c) any use of the Materials by Management for the purposes described in this Exhibitor Terms & Conditions, (d) Exhibitor's participation (or the participation of any representative of Exhibitor) in any Event which is not due to the gross negligence or willful misconduct of Management, (e) the violation of any law or regulation by Exhibitor or any representative of Exhibitor, and/or (f) the negligence or misconduct of Exhibitor or any representative of Exhibitor. Exhibitor shall use counsel reasonably acceptable to each indemnified Management Party in fulfilling Exhibitor's indemnification obligations hereunder. Any Management Party covered by the provisions of this Section 26 shall reasonably cooperate with Exhibitor and shall at all times have the right fully to participate in such defense with its own counsel and at its own expense. Exhibitor shall not enter into any settlement that imposes any liability or obligation on any of the Management Parties or contains any admission or

acknowledgment of any wrongdoing by any such party (whether in tort or otherwise), without each such Manger Party's prior written consent.

## **SECTION 28. INSURANCE COVERAGE.**

Exhibitor shall, at Exhibitor's own expense, procure and maintain in force during each Event (including during all set-up and dismantling of the Exhibitor Space for each Event and other pre-Event and post-Event activities, and covering all use of the Exhibitor Space for an Event by Exhibitor or anyone on Exhibitor's behalf), general liability insurance including coverage for personal injury, operation of equipment and products and property damage, with limits no less than Five Hundred Thousand Dollars (\$500,000) per occurrence. Further, Exhibitor shall cause each of Exhibitor's representatives or any other party attending each Event on Exhibitor's its behalf, including without limitation any independent labor contractors engaged in the performance of work regarding each such Event and throughout the period during which such party is in attendance at each such Event or working in connection with each such Event, to be covered by policies of insurance as specified above, and/or labor and employment laws. None of the Management Parties maintains insurance covering Exhibitor's property, and it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance covering any losses of Exhibitor.

## **SECTION 29. FILMING OF THE EVENT; PHOTOGRAPHY.**

Management will be photographing, videotaping and otherwise recording each Event and using the resulting footage for promotional purposes. Exhibitor hereby grants Management the exclusive, perpetual, irrevocable, worldwide, royalty free right and permission to use, distribute, publish, exhibit, perform, digitize, broadcast, display, reproduce, and otherwise use Exhibitor's name, image, likeness, voice and biography (or any copyrighted material or trademarks owned and displayed by Exhibitor), and the name, image, likeness, voice and

biography of each of Exhibitor's representative, in any manner or media whatsoever (whether now known or hereafter devised) for the purposes of advertising or trade in promoting and publicizing the Events, Management and Management's products and services. Specifically, Exhibitor represents and warrants that prior to each Event, Exhibitor shall obtain the written consent of each of its representatives to formally secure all for the foregoing rights for Management. Neither Exhibitor nor any of its representatives may film, photograph or otherwise record any portion of any Event, in any manner, without the prior written consent of Management.

### **SECTION 30. ELECTRICAL**

Claims will not be considered, or adjustments made unless led in writing, by Exhibitor, prior to the close of the event. Management is not responsible for any damage or loss caused by the loss of power beyond its control and Exhibitor agrees to hold Management, its officers, directors, employees and agents harmless from such power loss. IN NO EVENT SHALL MANAGEMENT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR OTHERWISE. Exhibitor shall indemnify and hold harmless Management, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, penalties or costs of whatsoever nature (including reasonable attorneys' fees) arising out of or in any way connected with Exhibitor's actions or omissions under this Agreement.

### **SECTION 31. SAFETY**

In accordance with the Fort Belvoir Fire Department and Headquarters McNamara Complex Installation Safety, no exhibit, display or drape will obstruct, impede or otherwise hinder access to fire strobes, fire speakers, fire department access cabinets or fire pulls.

### **SECTION 32. DISPLAY VEHICLES**

Vehicles that are used as part of a display should have no more than a 1/4 tank of fuel or 10 gallons whichever is less. The tank must be taped shut or have a locking gas cap and the battery cables must be disconnected.

### **SECTION 33. APPLICABLE LAWS, RULES AND REGULATIONS.**

Exhibitor and Exhibitor's representatives shall comply with all applicable laws, rules, regulations, codes and ordinances of governing authorities (including without limitation all applicable fire and other code regulations), now in effect or hereafter promulgated, regarding the planning, construction, maintenance, modification and removal of exhibitions and/or the occupancy of the Exhibitor Space, or otherwise pertaining to any Event.

### **SECTION 34. NOTICES.**

All communications hereunder shall be in writing and shall be sent by postal mail to *Events* at Once Upon A Time, 1295 Dogleg Drive, Locust Grove, VA 22508 or by email to: [info@OnceUponATimeInVA.com](mailto:info@OnceUponATimeInVA.com).

### **SECTION 35. SWEEPSTAKES; OTHER GAMES.**

The operation or holding at an Event by Exhibitor of any sweepstakes or other game of chance or any skills contest is permitted only upon the prior written consent of Management, which may be granted or withheld for any reason or for no reason in Management's sole discretion. Exhibitor agrees that Exhibitor shall request written permission of Management to operate a sweepstakes or other game, and that even if such

permission is obtained Exhibitor shall proceed with such sweepstakes or other game only if (a) such sweepstakes or other game complies with all applicable laws and regulations, (b) Exhibitor shall be solely liable for any claim or other liability arising in connection with such sweepstakes or other game, and (c) for the sake of clarity, Exhibitor shall indemnify each of the Management Parties (in accordance with Section 18 hereof) for all liability arising in connection with or related to such sweepstakes or other game.

### **SECTION 36. NON DISPARAGEMENT.**

Exhibitor agrees that neither Exhibitor nor any of its representatives shall disparage, slander or otherwise act in any fashion designed to injure any of the Management Parties and/or any Event; provided, however, that such an undertaking by Exhibitor shall not apply to truthful comments made in response to a lawful subpoena or court action.

### **SECTION 37. GOVERNING LAW; JURISDICTION.**

This Exhibitor Terms & Conditions, the Exhibitor Contract, the Exhibitor Showcase Form (if applicable) and all other writings by and between Exhibitor and any of the Management Parties (if applicable) shall be governed and construed in accordance with the laws of the State of Virginia, excluding Virginia's choice-of-law principles, and all claims arising out of or relating to this Exhibitor Terms & Conditions and/or any such other documentation, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Virginia, excluding Virginia's choice-of-law principles.

### **SECTION 38. ARBITRATION; LEGAL FEES; NO CLASS CLAIMS.**

Any dispute by Exhibitor or any of Exhibitor's representatives arising out of or relating to any Event or otherwise this Exhibitor Terms & Conditions, the Exhibitor Contract, the Exhibitor Showcase Form (if applicable) and/or any other

understanding between Management and Exhibitor or any of Exhibitor's representatives (if applicable), including without limitation regarding any breach under any such document or other understanding, shall be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will be conducted in the County of Orange, State of Virginia, by an arbitrator or a panel of three arbitrators (as determined by Management in our sole discretion) with applicable industry expertise in the field of event management services, who shall be named in accordance with such rules. The award of the arbitrator(s) shall be final and binding on Exhibitor and Management, and shall be accompanied by a statement of the reasons upon which the award is based, and such statement as well as all information concerning such arbitration proceedings including without limitation all evidence and materials submitted by Exhibitor and Management and any decision rendered shall be deemed to be the confidential information of Management and shall not be made public by Exhibitor or any person acting on Exhibitor's behalf or for its interest. The non-prevailing party in such proceedings shall pay the prevailing party's costs and expenses, including but not limited to reasonable attorneys' fees. NO ARBITRATION OR CLAIM UNDER THIS AGREEMENT SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. Notwithstanding the foregoing, each Exhibitor or Management may apply to any federal or state court sitting in the County and State of Virginia for injunctive relief or enforcement of this arbitration provision, without breach of this arbitration provision, and Exhibitor and Management each submits to the jurisdiction of such courts for such purpose.

### **SECTION 39. TIMELY FILING OF CLAIMS.**

EXHIBITOR AGREES THAT REGARDLESS OF ANY STATUTE ACTION ARISING OUT OF OR RELATED TO EXHIBITOR'S PARTICIPATION IN AN EVENT OR OTHERWISE RELATED TO EXHIBITOR'S INTERACTION WITH ANY OF THE

MANAGEMENT PARTIES MUST BE FILED BY EXHIBITOR PURSUANT TO SECTION 34 ABOVE WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR IS CLAIMED TO HAVE ARISEN.

#### **SECTION 40. MISCELLANEOUS.**

This Exhibitor Terms & Conditions, the Exhibitor Contract and the Exhibitor Showcase Form (if applicable) and all other writings by and between Exhibitor and any of the Management Parties (if applicable) represent the exclusive binding agreement between Exhibitor and Management, and shall replace all other prior written or oral agreements between Exhibitor and Management with respect to the subject matter hereof, and may not be modified except in a writing signed by both Exhibitor and Management. The section headings included herein are for convenience only and shall have no substantive effect. Facsimile versions (including without limitation DocuSign copies) of all signatures to the Exhibitor Contract, Exhibitor Showcase Form (if applicable), shall be acceptable as originals. The failure of Management to enforce any provision of this Exhibitor Terms & Conditions, the Exhibitor Contract, Exhibitor Showcase Form (if applicable) and/or any other writings by and between Exhibitor and any of the Management Parties (if applicable) shall not be construed as a waiver of such provision or of the right of Management to thereafter enforce

any such or any other provision. Except for the obligations that are specifically designated in this Exhibitor Terms & Conditions, the Exhibitor Contract and/or any Exhibitor Showcase Form (if applicable) or in any other writings by and between Exhibitor and any of the Management Parties (if applicable) as contingent, the provisions of such documents are severable. If any one or more provisions of this Exhibitor Terms & Conditions, the Exhibitor Contract and/or any Exhibitor Showcase Form (if applicable) or any other writings by and between Exhibitor and any of the Management Parties (if applicable) are or may be determined as a result of an arbitration proceeding (pursuant to Section 34) to be unenforceable, in whole or in part, the remaining provisions of such documents shall nevertheless be binding and enforceable to the maximum extent permitted by law. The provisions of this Exhibitor Terms & Conditions, the Exhibitor Contract and the Exhibitor Showcase Form (if applicable) and any other writings by and between Exhibitor and any of the Management Parties (if applicable) will survive termination or expiration of this Exhibitor Terms & Conditions to the extent necessary to carry out the intentions of Management and Exhibitor.

For more information about Management, or other Special Events, please contact Management at [\(540\) 361-0009](tel:5403610009) or email [info@OnceUponATimeInVA.com](mailto:info@OnceUponATimeInVA.com).