

EXPO CHICAGO

Regulations, Terms and Conditions

This Agreement (sometimes also referred to herein as the "Application") is between the Exhibitor listed on the "Application" page to this Agreement and EXPO CHICAGO, an Illinois-based LLC, doing business as EXPO CHICAGO (hereinafter referred to as "EC" or "Management"). The goals of the art exposition, known as EXPO CHICAGO ("Exhibition") to be held Thursday, September 24 through Sunday, September 27, 2020 at the Navy Pier Festival Hall, 600 East Grand Avenue, Chicago, IL 60611, is the exhibition and sale of contemporary art and design by art galleries, art dealers and professionals; and to encourage meetings, lectures and interaction between galleries, artists, architects, designers, collectors, corporate and museum curators, critical writers, educators and students of the arts. With these goals in mind, and in consideration of the terms and conditions contained herein, and other valuable consideration, the receipt of which each party acknowledges, Exhibitor and EC hereby agree as follows:

1. **Lease:** This Agreement shall constitute the Exhibitor's lease of booth space ("Unit(s)") at the Exhibition from September 22, 2020 on or after 8:00 a.m., through September 28, 2020, no later than 2:30 p.m. Exhibitor hereby leases one or more Units as indicated on the Application page of this Agreement from EC. The rental of each Unit shall include:

- Floor space as indicated
- 12' high back and side walls; painted white
- General publicity of the Exhibition
- Two general Unit signs per Exhibitor
- Exhibitor and VIP passes as indicated
- Standard lighting package as indicated.

The Unit space leased to Exhibitor must be returned in the same condition as delivered; loss or damage to those facilities will be the Exhibitor's sole responsibility. The rental price is exclusive of applicable state and local taxes, costs for upgrades, optional services and additional facilities, and other costs and charges as set forth herein. All such costs shall be considered rent hereunder. Exhibitors will provide a credit card to EC against which the additional costs will be charged. Optional services and facilities include doors, additional walls, telephone, furniture and additional or upgraded lighting. Exhibitor agrees to pay all additional costs, charges and fees as directed by EC, either directly to EC or to any third party designated by EC.

2. **Acceptance:** The "Application" page of this Agreement signed by Exhibitor constitutes an offer by Exhibitor to lease one or more Units from EC. This Agreement will become a binding contract between Exhibitor and EC only when EC countersigns and returns the Agreement by facsimile, e-mail or U.S. mail to Exhibitor, its agents or representatives. Until such time as EC countersigns and returns this Agreement to Exhibitor, this Agreement shall remain an open offer by Exhibitor to lease the Unit(s) and such offer can only be revoked or rescinded by Exhibitor upon written notice delivered to EC prior to EC's written acceptance of such offer. There exists no obligation by EC to Exhibitor until a completely executed Agreement has been signed by both the Exhibitor and EC. Upon acceptance of the Application, Exhibitor will be notified in writing and will receive separately via email an Exhibitor Kit which provides for Unit allocation and order forms for upgrades, options and additional services and facilities at the Exhibition, which terms are made a part of this Agreement.

3. **Payment:** The booth rental invoice shall be paid in full by Exhibitor upon acceptance or the balance of rental price shall be paid by Exhibitor in three installments, the first of which is due upon acceptance; the second due May 13, 2020; and the final payment due on or before July 31, 2020. All payments made pursuant to this Agreement shall be made exclusively in U.S. currency. If Exhibitor fails to pay any sums when due, Management has the option to declare all sums owed under this Agreement immediately due and payable. Payments must be made by cash, credit card, check drawn on a U.S. bank, or bank wire transfer. All bank wire transfer charges must be absorbed by remitter.

4. **Design and Placement:** EC does not guarantee specific Unit placement or location in the Exhibition and reserves the right to make changes in Unit placement, configuration and location within the Exhibition at its sole discretion at any time. The design, location and placement of Unit(s) shall be controlled and approved by EC exclusively, in its sole discretion. Furthermore, EC does not represent warrant or guarantee that the actual dimensions of any Unit(s) will be exact, it being understood that there may be minor variations in such dimensions. Should the final floor plan received by EC depicting the actual Unit size to be leased to Exhibitor differ from the approximate Unit square footage or dimensions stated herein, the final floor plan shall control and same shall be deemed to amend this Agreement so that the dimensions of the Unit size depicted in the final floor plan shall replace the approximate dimensions stated herein.

5. **Aesthetic Standards:** Exhibitor agrees to exhibit an appropriate number and quality of artwork, in accordance with the standards generally used by industry professionals. Management reserves the right to reduce the number of exhibited artwork if the proposed quantity or quality of the artwork interferes with the general presentation of the Exhibition or if the presented works do not correspond to information provided by Exhibitor on its Application. Exhibitor agrees to abide by the aesthetic standards set forth by EC or as determined or promulgated by the organizers of the Exhibition, and agrees to be bound by all rules, regulations, terms and conditions as promulgated by EC from time to time in connection with the Exhibition.

6. **Alterations:** Painting or other alterations of Exhibition space must have Management's written approval in advance, be coordinated with the appropriate service provider, and paid for by Exhibitor.

7. **Freight and Shipping:** All freight arriving at the Exhibition via commercial or common carrier must be palletized or crated allowing for transfer via forklift. (a) Freight arriving via common carrier that is loose-loaded will be unloaded on an hourly basis. (b) All freight arriving via common carrier on pallets will be unloaded on a per pallet charge. (c) Charges for unloading will be billed to Exhibitor's credit card. (d) Exhibitor shall comply with all instructions (written or verbal), directives, rules, regulations, standards or protocols (collectively "Shipping Instructions") given by or promulgated by EC regarding the shipping and transportation of freight to and from the Exhibition. (e) Exhibitor shall be solely responsible for ensuring that its common carrier(s), shipper(s) and/or freight forwarder(s) (collectively the "Shippers") comply with EC's shipping instructions. (f) Exhibitor must remain with all artwork and other items, and/or their freight, until the designated Shipper has removed same from the Exhibition premises. (g) Exhibitor agrees to indemnify, defend and hold EC, its employees, agents, invitees, licensees and contractors and the owner and operator of Exhibition facility, harmless for any claims arising out of the actions of Exhibitor's Shippers. (h) EC shall have the right to refuse access to the Exhibition, or remove from the Exhibition premises, any Shipper that is not approved by EC or does not follow the

Shipping Instructions. (i) A failure of Exhibitor's Shipper(s) to observe or follow any Shipping Instructions shall be deemed a material non-curable breach of this Agreement, entitling to EC all remedies hereunder and at law.

8. **Default:** In the event that Exhibitor fails to make any payment as agreed herein or breaches any term or condition contained herein, Exhibitor shall be in default hereunder, and EC shall have the right to retain Exhibitor's deposit and all other monies paid hereunder. EC shall have the right to accelerate and collect all sums due but not yet paid hereunder, including all rental installment payments. In the event of a default by Exhibitor, EC shall have the right, but not the obligation, to lease the subject Unit space(s) to another Exhibitor prior to the Exhibition. In the event EC is unable to lease all of the defaulting Exhibitor's Unit space(s), Exhibitor shall remain liable for the full balance due under the terms of this Agreement, including any EC advertising fees, any other costs and charges due hereunder, together with all costs of collection incurred by EC, including but not limited to, all reasonable attorneys' fees and court costs. In addition to any other defaults enumerated herein, Exhibitor shall be in default hereunder if Exhibitor fails to observe and perform any of the other terms, covenants and conditions of this Agreement (or any other supplemental documents incorporated herein such as the Exhibitor Kit as referenced above) and upon Exhibitor's default hereunder EC may immediately terminate this Agreement without written notice to Exhibitor. Upon such termination, EC may, among other remedies it may have, remove Exhibitor from the Exhibition. EC shall have all remedies available to EC at law and in equity in the event of Exhibitor's default under this Agreement, which remedies are cumulative and not mutually exclusive. In the event of any such default, EC may recover from Exhibitor damages computed in accordance with the following, in addition to its other remedies: (a) any unpaid rent and other sums due under this Agreement which have been earned at the time of such default or termination; plus (b) the unpaid rent and other sums due under this Agreement for the balance of the term after the time of default; plus (c) any other amount necessary to compensate EC for all damages or detriment proximately caused by Exhibitor's failure to perform its obligation under this Agreement or which in the ordinary course of things would be likely to result therefrom, including, attorneys' fees and costs; plus (d) at EC's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Illinois; plus (e) interest on a per annum basis thereon at the highest lawful rate under law; and (f) EC's reasonable attorney's fees and costs of collection.

9. **Force Majeure:** EC may change the location, dates and times of the Exhibition at any time and shall provide Exhibitor with written notice of such changes. In the event that Management for any reason is prevented from holding the Exhibition, or if the Exhibition facility or any part thereof shall be destroyed or damaged by fire casualty, Act of God, or other cause; or if by reason of government restriction the use of said Exhibition facility or the production of the Exhibition is prevented, the Exhibitor waives any claim for damages or compensation which might arise by reason thereof. Further, if EC is delayed or prevented from performing any of its obligations under this Agreement by reason of strike or labor troubles or any cause whatsoever beyond EC's control, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligation by EC, or EC, in its sole discretion, may cancel this Agreement and the parties hereto shall be released of all further obligations and liabilities each may have to the other.

10. **Exhibitor's Expenses:** The Exhibitor assumes full responsibility for the payment of the total expenses incurred by Exhibitor, its management or by third parties in connection with the operation of its Unit(s).

11. **Taxes:** It is not the responsibility of EC to advise exhibitors of requirements or obligations to pay any city, state or local taxes, and Exhibitor shall be solely responsible for any such payments. Notwithstanding the foregoing, EC may, at its discretion, separately identify in billing statements any sales, license, occupancy or other taxes or charges levied by the authority of the state, city, or other governmental unit having jurisdiction at the site of the Exhibition, and Exhibitor shall be responsible for the payment of all such amounts upon receipt of such billing statements. If Exhibitor is tax exempt, Exhibitor must provide Management with taxpayer exemption number in its Application.

12. **Limitation of Liability:** The liability of EC for failure to perform its obligations under this Agreement is limited to a refund of the amounts paid hereunder by Exhibitor for rent. In the event EC shall be in default hereunder in any respect, such default shall not give rise to any rights or remedies in Exhibitor unless and until such default shall continue for more than thirty (30) days after EC's actual receipt of written notice thereof from Exhibitor (or, as to defaults not susceptible of being cured within such 30 day period, EC fails to commence the cure thereof within such period and thereafter diligently prosecute the same to completion). Management, its officers and directors, or the owner and operator of the Exhibition facility, shall not be liable to the Exhibitor, its employees, or representatives, or any other person for injury, damage, or loss of any kind whatsoever, arising from any cause whatsoever, or arising in connection with this Agreement or the Exhibition.

13. **Risk of Loss:** Exhibitor is solely responsible and liable for, its artwork presented at the Exhibition, and all information given to the public by Exhibitor. Neither EC, nor the owner and operator of the Exhibition facility, will accept any responsibility for the well-being of any art and materials consigned to or in the possession of any Exhibitor during the Exhibition. The Exhibitor waives any and all claims against EC, its contractors, agents, employees, invitees and licensees and the owner and operator of the Exhibition facility for loss, theft, damage, or destruction by fire, water or otherwise, of any art work, crates, packing materials, or any other items of Exhibitor, on the Exhibition premises at any time as well as for injury to itself, its agents, servants and/or employees while on the Exhibition premises, and for any damage of any nature including damage to its business by reason of the failure to provide Unit space for its exhibit or for any failure to hold the Exhibition as scheduled. All Exhibitor's personal property of every kind of description which may at any time be in the Unit space or on the Exhibition premises shall be at Exhibitor's sole risk, or at the risk of those claiming under Exhibitor, and EC shall not be liable for any damage to said property or loss suffered by the Exhibitor caused in any manner whatsoever, including theft. EC shall not be liable for any such injury or damage caused by other exhibitors or any other person(s) either on the Exhibition premises or elsewhere. EC shall not be liable for any patent or latent defect in construction of the Unit space or Exhibition facility. While EC may provide security guards, it is done solely as an accommodation to Exhibitor. The Exhibitor expressly agrees to save and hold harmless EC, the owner and operator of the Exhibition facility, their management, agents, employees, licensees, invitees and contractors

from any and all claims, liabilities and losses for injury to persons (including death) or damage to property arising in connection with Exhibitor's use of the Unit space and the Exhibition premises, and in connection with security personnel provided by EC.

14. Indemnification: Exhibitor agrees to indemnify, defend and hold EC, its employees, agents, invitees, licensees and contractors, and the owner and operator of the Exhibition facility, harmless for any claims arising out of negligence of Exhibitor, its agents, or employees. In addition to the foregoing, Exhibitor agrees to indemnify, defend and save EC harmless from and against any and all claims and demands for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising directly or indirectly, out of the business conducted in or the use and/or occupancy of the Exhibition premises, Unit space or any part thereof, or arising directly or indirectly, from any act or omission of Exhibitor or any concessionaire or sub-exhibitor or their respective licensees, servants, agents, employees, contractors, invitees or licensees, and from and against any and all cost, expense and liabilities incurred in connection with any such claims and/or proceedings brought thereon. The general liability coverage required by Exhibitor pursuant to this Agreement shall specifically insure the contractual obligation of Exhibitor as set forth in this Agreement. In addition to the foregoing, Exhibitor agrees to indemnify, defend and hold Management and facility harmless from and against any claim whatsoever for injury, loss or damage resulting from any action or omission of the Exhibitor or its employees, agents or representatives and any claims made by an artist represented by an Exhibitor arising out of or under the provisions of the Visual Artists Rights Act of 1990.

15. Insurance: Without limiting Exhibitor's indemnification provided in this Agreement, Exhibitor must carry worker's compensation, commercial general liability, personal injury and blanket contractual liability insurance at limits of at least \$1,000,000 per occurrence and \$3,000,000 per aggregate. These coverages must be evidenced by an Additional Insured Endorsement naming EC, Metropolitan Pier and Exposition Authority MPEA, and their respective officers, agents, and employees as additional insured satisfactory to EC and a Certificate of Insurance with a thirty (30) day notice of cancellation provision to the insured. Such documents must be provided to EC at least thirty (30) days before the proposed Exhibition start date. It is strongly recommended the Exhibitor also carry insurance to cover loss, damage, or injury to any property of the Exhibitor or to any of his officers, agents, employees or contractors, whether attributable to accident, fire, theft or any other cause whatsoever.

16. Assignment: Exhibitor shall make no assignment or subletting nor shall Exhibitor enter into license or concession agreements or mortgage or hypothecate this Agreement or Exhibitor's interest in and to the Unit space or Exhibition premises or any part thereof or permit any other party to conduct business or manage the Unit space or control the operation thereof hereinafter collectively referred to as "Transfer"), without the prior written consent of EC, which consent may be granted or withheld at EC's sole discretion. Consent by EC to any Transfer shall not constitute a waiver of the necessity for such consent to any subsequent Transfer. Any Transfer by Exhibitor in accordance with this section shall be only for the purpose and use hereinabove specified and for no other purpose, and in no event shall any Transfer release or relieve Exhibitor from any obligations under this Agreement. Any permitted transferee shall assume Exhibitor's obligations hereunder and shall deliver to EC an assumption agreement in form satisfactory to EC within five (5) days after the effective date of the Transfer. Exhibitor agrees to pay EC's attorneys' fees incurred in connection with the review and/or preparation of any documents in connection with any Transfer, and in the event of a Transfer for rentals in excess of those rentals reserved hereunder, Exhibitor shall pay all of such excess rent to EC. Any attempt to Transfer without EC's consent shall not be binding upon EC and shall confer no rights upon any third person.

17. General Terms: (a) All sums of any kinds and character not paid by Exhibitor on their due date shall bear per annum interest at the highest lawful rate under law. (b) If EC advances any funds to cure any default by Exhibitor or performs any obligation on behalf of Exhibitor which requires an expenditure, Exhibitor shall be obligated to reimburse EC, immediately upon demand therefore, for all such advances and expenditures, together with an administrative/ overhead charge equal to fifteen (15%) percent of the amount thereof, plus interest thereon at the highest lawful rate per annum under California law, from the date such funds are advanced or such

expenditure is made. Should Exhibitor fail to pay when due any installment of rent or any other sum payable to EC under the terms of this Agreement, then, at EC's option, a charge equal to five (5%) percent of the amount due shall be imposed to compensate EC for its administrative costs in dealing with such late payment. (c) Unless otherwise expressly provided herein, any consent or approval of EC may be granted or withheld by EC in EC's sole discretion. (d) Except as otherwise expressly set forth herein, whenever notice shall or may be given to either of the parties by the other, each such notice shall be by registered or certified mail with return receipt requested, at the respective addresses of the parties as contained herein or to such other address as either party may from time to time designate in writing to the other, and, if to EC, such notice shall be copied to Valerie Pistole, Esq., Law Offices of Walter & Pistole, 670 W. Napa Street, Suite F, Sonoma, CA 95476. Any notice under this Agreement delivered by mail shall be deemed to have been given three (3) days after it is placed in the mail with sufficient postage prepaid. (e) This Agreement and the Exhibitor Kit contain all of the agreements between the parties hereto, supersedes all prior and/or contemporaneous agreements and understandings. (f) The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon EC and Exhibitor and their respective heirs, personal representatives, successors and assigns, except as may be otherwise expressly provided in the Agreement. (g) Exhibitor acknowledges that neither EC nor any broker has made any representations to or agreements with Exhibitor which are not contained in this Agreement. (h) All obligations of Exhibitor which are or may be intended by their nature to be performed and/or complied with after the expiration or earlier termination of this Agreement shall survive such expiration or termination. (i) If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be held illegal, invalid or unenforceable, then same shall be deemed deleted from this Agreement as if never included herein; but the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. (j) This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or performance shall be governed or interpreted according to the internal laws of the State of California without regard to choice of law considerations. Except to the extent that the parties have agreed to submit matters to arbitration, the courts of the State of California shall have exclusive jurisdiction over any cause or controversy arising under the terms of this Agreement or between the parties as the result of any act taken or failure to act not taken by either party pursuant to this Agreement. (k) The parties agree to waive trial by jury in any and all litigation arising from this Agreement. (l) In the event of any arbitration or litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, in the arbitration and at both trial and appellate levels. (m) The parties have participated jointly in the negotiation and preparation of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. (n) The parties intend that each covenant, term and condition contained herein shall have independent significance. If any party has breached any covenant, term or condition contained herein in any respect, the fact that there exists another covenant, term or condition relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first covenant, term or condition. (o) The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. (p) EC may, in its sole and absolute discretion, waive any covenant, term or condition or the breach thereof contained herein, however, no covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of EC, and any waiver of the breach of any covenant, term or condition contained herein shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. This Agreement shall bind both EC and Exhibitor and their assigns or successors, and the heirs, assigns, administrators, legal representatives, executors or successors as the case may be.