

BOOTH APPLICATION CONTRACT and TERMS AND CONDITIONS

Exhibitor Booths are open to individuals, corporations or commercial firms who provide products or services and or education materials and platforms related to hunting, fishing, camping, or gear related to the outdoor industry. All booths are subject to approval from the Mile High Hunt Expo management team, hereby also known as MHHE for the purposes of this contract.

The terms and conditions presented in this agreement have been set forth in the best interests of the exhibitor, the MHHE team, the Gaylord Rockies Resort and Convention center and its visitors. Exhibitors accept and agree to abide by these regulations and are subject to the sole discretion of the MHHE Management and final decisions related to any matter that may arise and will be accepted by the Exhibitor.

Installation and any fees associated with the set-up of exhibit booth is the responsibility of the Exhibitor. MHHE personnel will not assist in any of the set up and dismantling of the exhibitor's display.

Exhibitor agrees to abide by all rules, requirements and regulations of the official contractors serving the Facility and all rules, requirements and regulations of the Facility and the jurisdiction in which the facility is located.

Exhibitor agrees to obtain, at its own expense, any license(s) and/or permit(s) and/or authorization from government bodies that may be required for the operation of the Exhibitor's trade of business and to pay all taxes that may be levied against Exhibitor as result of the operation and business during the show.

The Mile High Hunt Expo reserves the right to make changes in booth assignments through April 4, 2024 to ensure an even flow of attendee traffic or to maintain the character of the show. Non-Exhibitor solicitation is strictly prohibited.

No exhibitor shall assign, sublet or share the whole or any part of the space assigned.

No exhibitor is permitted to show goods or services other than those manufactured or dealt in by him/her in his/ her regular course of business and shall be approved by MHHE pursuant to the exhibitor application. Collection of applicable state sales tax is the responsibility of the exhibitor making the sale.

No outside food or drinks are allowed to be sold at the show. Vendors choosing to give away samples must limit the serving size to no more than 4 oz.

There will be no fund-raising activities allowed in any booths without explicit approval from the MHHE Management.

MHHE Management, the building management, officers, directors, or staff members of the same will not be responsible for the safety of property of the exhibitors, their agents or employees from theft, damage by fire, accident or other causes. Exhibitors wishing to insure their goods must do so at their own expense.

Breach-loading firearms displayed must be deactivated by removal of the firing pin or otherwise altered so they may not be fired. No gun powder, live rounds or flammable or inherently hazardous or dangerous items may be displayed. All firearms must be cased when they are being brought into or when removing them from the expo hall area.

All decorations must be flame retardant or flame proof. All hangings must clear the floor. Electrical wiring must conform with the rules set forth by the Gaylord Resort and Hotel and by Encore their AV and Electric service provider. Exhibits which include the operation of audio visual equipment must be conducted or arranged so as not to annoy or disturb adjacent exhibitors or their customers.

No exhibit shall be allowed to extend into the aisle beyond the space assigned. Exhibitor constructed sidewalls more than 4 feet high cannot extend more than 5 feet from the rear of the booth in a 10x10 booth and no more than 4 feet from the rear in an 8x10 booth to allow unobstructed views of neighboring booths.

A certificate of Insurance as proof of exhibitors General Liability Insurance with a minimum of \$1,000,000 and naming the Mile High Hunt and Fish Expo and the

Gaylord Rockies Resort and Convention center as additional insured. Certificate is required to be received by MHHE by February 1, 2024.

The application for booth rental and the formal notice of assignment set forth by MHHE Management in addition to the full payment of rental dues constitute a contract for the right to use the designated space. In the event of fire, strikes, rioting, civil disorders or other circumstances making it impossible, in the sole discretion of MHHE Management, to operate the Exhibit Hall with due regard for the safety and welfare of exhibitors and visitors, this contract shall terminate and Exhibitor hereby waives any claim for damages or compensation, except the pro rata return of the amount paid, after deduction of actual expenses incurred in connection with the convention, and there shall be no further liability on the part of either party hereto. By signing the contract, the exhibitor agrees to indemnify and save harmless the MHHE and subcontractors, their officers, directors, agents, and employees from any and all liability of every nature which may be asserted against them or any of them for any accident, condition, happening or event of any kind whatsoever which may arise from, or may in anyway be related to exhibitors attendance at the Mile High Hunt Expo at the Gaylord Rockies Resort described herein. MHHE acknowledges that due to statute, state and federal agencies are exempt from this clause.

Exhibitors must be set up by 11am on Friday April 5, 2024, and can begin tearing down at 4pm on Sunday, April 7th after the show closes. All exhibits must be removed from the hall by 10am on Monday, April 8.

Freight Handling All work involved in the loading and unloading of all trucks, trailers and common and contract carriers, as well as the handling of empty crates and the operation of material handling equipment, is under FEDEX Office, they can be reached at 303-390-9121.

By signing the front of this application, Exhibitor acknowledges that they have read, understand, and will abide by the terms and conditions of this agreement. Exhibitor understands a space is reserved only with full payment and delivery of this contract and is subject to booth availability. Both MHHE and the exhibitor agree to use their best efforts to resolve any disagreement arising out of, or under the terms of this agreement through discussion and negotiation to their mutual satisfaction. Failing a negotiated resolution between the parties, MHHE and the exhibitor agree to participate in voluntary mediation (selecting a mediator by mutual agreement of the parties), before pursuing any litigation to resolve their disagreement. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado and the proper venue for any action brought hereunder or arising here from shall be in Weld County, Colorado. The exhibitor agrees that in no event shall any damages payable by MHHE exceed the amount of the booth fee actually paid to MHHE and under no circumstances shall the exhibitor be entitled to receive any consequential, incidental, special or punitive damages. The parties agree that the refund remedy set forth above is fair and sufficient, and shall be the only remedy and recourse of the exhibitor hereunder. This agreement constitutes the entire understanding between MHHE and the exhibitor with respect to The Mile High Hunt Expo and the exhibitor's exhibition thereat. This agreement supersedes and replaces any previous documents, correspondence, conversations, and other written or oral understandings related to this agreement, and this agreement may only be amended or supplemented in a writing signed by The MHHE and the exhibitor.