EARLY BIRD RATE

Rates not valid after October 31, 2020

Milwaukee Journal Sentinel

Sports Show

March 3-7, 2021 WISCONSIN STATE FAIR PARK EXPOSITION CENTER

Exhibitor Application and Agreement

(Services, Food Vendors & Non Industry Booth Form)

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Add 3% for payments made via credit card 5. Marketing Packages & Advertising Official Show Program (Package A – included in above rate) O Package B: \$250 O Package C: \$500 Refer to the Marketing Brochure for More Opportunities & Details 6. Booth Fees & Payment Schedule X				
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7. Sign HERE			settle jour account.	

Exhibitor has read the Terms & Conditions on the reverse side of this Agreement. Exhibitor understands that this Agreement shall be legally binding between Show Management and the Exhibitor only upon acceptance in writing by Show Management. Exhibitor also understands that any changes in the information in this Agreement must be provided to Show Management in writing. This Agreement may be executed and delivered by facsimile and a facsimile signature shall be treated as an original.

Exhibitor's Authorized Signature: _Title: Date:

BASIC TERMS AND CONDITIONS

All exhibits and exhibitors are subject to the following rules & regulations. This contract for exhibit space (the "Agreement"), when properly executed by the Exhibitor and Show Management (as defined herein), shall be considered a binding agreement between the two parties.

1 Admissible Exhibits

- 1. Admissible Exhibits
 a) Exhibit space is available to manufacturers of fishing tackle, hunting equipment, camping equipment, marine accessories, and related outdoor equipment, their dealers, and distributors. Also available to guide services, outdoor products, artwork and services, lodges and resorts, sports teams, clubs and organizations. Outdoor campers, RVs, wehica and outdoor products who will display items considered by Show Management. Only individually packaged food items may be sold.
 b) Exhibitor agrees to display only goods manufactured by Exhibitor, or goods for which Exhibitor is the exclusive North American distributor (proof of which will be submitted to Show Management upon request) or merchandise that is sold in Exhibitor setal store.
- Afficient distribution (proof or which will be submitted to show management agon regardly or includation than 5 one in. Exhibitor retail store.

 c) Exhibitor may not assign, sublet or apportion the whole or any part of its space, nor exhibit therein any goods other than those manufactured or sold by Exhibitor in the regular course of business.
- those manufactured or solu by Exhibiton in the Egypta codes of Same and Manufactured or solution of the Code of Same and Manufactured or Same and

a) All monies paid for exhibit space will be retained by Journal Sentinel Inc. and are not refundable and not transferable if a) All monies paid for exhibit space will be retained by Journal Sentinel Inc. and are not retundable and incutarisserable in Exhibitor fails to fulfill or violates this Agreement or reduces the size of its exhibit or withdraws from thilwaukee Journal Sentinel Sports Show (the "Show"). If Exhibitor fails to submit payments at times specified, Show Management has the right to take possession of Exhibitor's space and lease it to another party. Exhibitor shall pay the booth fee with the signed Agreement no later than the indicated deadline. Make checks payable to Milwaukee Journal Sentinel Sports Show. Exhibitors with outstanding payment due will not be permitted to move into the Show. No refunds. b) Space payment includes contracted real estate, promotion of the Show including a listing of all exhibitors in the Journal Sentinel newspaper and an invitation to specified Exhibitor functions. All other booth equipment is additional to the exhibit

- Subletting of Space
 Subletting, reassigning or apportioning space is prohibited.
 Two or more firms may not exhibit in a single space.

4. Restrictions

Show Management may, at its discretion, prohibit, restrict, and/or evict exhibits that are in the sole opinion of Show Management, objectionable for any reason including but not limited to the following: danger, noise vibration, glaring or flashing lights, safety and method of operation, objects on display, and/or method of display. Show Management may also prohibit, restrict and/or evict any exhibit that may detract from the general character of the Show. Show Management may further restrict, prohibit and/or evict any exhibit with objectionable persons, things, conduct, printed matter or anything else Show Management judges to be objectionable in its sole discretion. In the event of such restriction or eviction in said event, Show Management is not liable for any refunds or rental or other expenses. The Show floor plan is subject change without notice and Show Management reserves the right to locate and/or after the location of exhibit spaces, at its sole discretion, in the best interest of the Show. interest of the Show.

5. Booth Configuration
Booth configuration in the State Fair Park Exposition Center (the "Venue") shall consist of standard 10 foot by 10 foot booths erected by the Show Management at no cost to the Exhibitor in the space provided. Due to fire regulations, all Venue booths measure 10'x8' (10' aisle frontage).

- 6. Display Regulations
 a) Non-bulk space booth displays are limited in height to 8 feet, with an additional 2 feet maximum for signage, and cannot extend more than 4 feet from the booth background. Sidewall displays are limited to 3 feet in height. Exhibitor's display should not obstruct neighboring displays nor project into the aisles.
 b) A booth located along a perimeter wall, however, may exceed the back wall height limitation to a maximum of 12 feet in

- b) A booth located along a permieter wan, nowers, may see the pight.

 c) No decorations or product may be hung from the ceiling. All signs to be hung from the ceiling must have prior approval of Show Management. (See signage guidelines in Exhibitor Service Kit.)

 d) These guidelines will be strictly enforced. Show Management reserves the right to remove any display that does not conform to its guidelines or any display the Show Management deems offensive or detrimental to the Show for any reason.

 e) No damage of any nature may be done to the Venue.

 f) Exhibitor must observe all union contracts in effect in the Venue at the time of the Show.

 g) Exhibits must be staffed by an authorized Exhibitor representative during all Show hours.

 h) Exhibitor personnel must remain within the exhibit space and not solicit or conduct business in the aisles.

7. Signage culcularies
All signs to be hung from ceiling in bulk space booths must adhere to the Sports Show signage size and construction guidelines as indicated in the Exhibitor Service Kit. All ceiling signs must be approved by submitting detailed drawings and the appropriate signage form to Show Management by 60 days prior to the first day of Move In. Exhibitors will be billed by Venue stagehands for installation and removal of the hanging signs. For further information, see signage guidelines in Exhibitor Service Kit. Note: Only bulk space booths may hang signage from ceiling. Booth signs must cover backsides properly. Consult Show Management for height restrictions.

8. Fireproofing and Smoking All decorative material must be fireproofed. Smoking is prohibited by Wisconsin State Law in the entire Venue except in designated areas.

9. Booth Equipment

Booth equipment shall consist of draped back wall, 8' high, and side dividers 3' high, erected by the contracted exposition company at no charge to the Exhibitor in the space ordered. Also included is one 7"x44" two-line identification sign. BOOTH RENTAL DOES NOT INCLUDE: electrical outlets, special lighting, carpeting in booth, tables, chair, urmiture, booth cleaning insurance, or special signage. Additional equipment may be ordered as outlined in the Exhibitor Service Kit.

10. Exhibitor Service Kits

Exhibitor Service Kits will be provided and Exhibitors must adhere to the instructions therein. These instructions are a binding part of this Agreement

11. Handout Guidelines

Any distributing of advertising materials and taking orders for future delivery must be conducted in a dignified manner

12. Responsibility
If the Exhibitor fails to comply in any respect with the terms and conditions of this Agreement, Show Management shall have the right, without notice to the Exhibitor, to rent or offer for rent said space, or to use said space in any other manner, but this shall not be construed as affecting the responsibility of the Exhibitor to pay the full amount specified by this Agreement.

13. Loss, Theft, or Damage Insurance Show Management shall not be responsible for any loss, theft, or damage to the property of the Exhibitor, its employees, representatives, or agents.

Show Management will not be responsible for any loss or damage to the property of Exhibitor or its employees, agents and guests, due to fire, smoke, water from any source, electric current or the failure of the same, accident of any kind nor from any other cause whatsoever, nor will Show Management be liable for injuries to Exhibitor, or its employees, agents or guests, for damages or injuries arising from or in anyway connected with the use of occupancy of space in the Venue.

15. Registration

Each Exhibitor is entitled to a limited number of free Exhibitor badges for space rented. Badges will not be transferable and Show Management reserves the right to withdraw the use of any Exhibitor badge or pass used to gain admission to the Show by any person other than the one to whom it was issued. Registration policies and procedures will be under exclusive control of Show Management at all times.

16. Show Hours

10. Show hours

All booths must be properly manned during Show hours. A move-in time and date will be issued to all Exhibitors. Failure to comply with the move-in schedule may result in exhibit space relocation or elimination. All exhibits must be completely installed by 10:00 a.m. on Wednesday the first show day. No exhibits shall be dismantled before 5:00 p.m. on the last day of the Show. Failure to staff your booth during Show hours may result in removal of your exhibit from the Show. No refunds will be granted in such case, and decision of Show Management is final.

17. Light, Power, Gas, Water, Sewer
Venue will furnish floodlights, plain or in color, extra lights for decorating, electric power, and outlets at a reasonable charge as well as gas, water, and sewer installation, dependent on location. See State Fair Park Exposition Center Service Form in Exhibitor Service Kit.

18. Care of Space

Table to space the space in the same condition it was taken over. If the space occupied is damaged by Exhibitor, participants, employees, patrons, or guests, Exhibitor shall pay such claims as necessary to restore the space to its original condition. All rubbish shall be moved into aisles 15 minutes after the close of the show daily. Booth cleaning service can be arranged for a nominal fee. See Exhibitor Service Kit.

19. Force Majeure

19. Force Majeure
If the Venue or any part of the exhibit area thereof is unavailable whether for the entire Show, or a portion of the Show as a result of fire, flood, tempest, weather conditions, or any other cause or as a result of governmental intervention, malicious damage, acts of war, strike, lock-out, labor dispute, riot or any other cause it is necessary to cancel, postpone or re-site the Show, or reduce installation time, Show time, or move-out time, Show Management shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect arising as a result thereof.

20. Raffles, Sweepstakes, and Contests Exhibitors wishing to conduct a raffle, sweepstakes or contest of any kind must secure Show Management's written consent by . Any Exhibitors conducting a raffle must obtain and hold the appropriate state license, which must be displayed.

21. Firearms

Any firearms on display must be rendered inoperative (as by removing firing pin) and must be unloaded. No ammunition may be displayed. Exhibitors must complete and submit the firearms approval form located in the exhibitor kit.

22. Demonstrations, P.A. Systems and A/V Guides

The use of product demonstrations, audio-visual equipment or any type of public address system is limited to that which in the opinion of Show Management does not adversely affect neighboring exhibits.

23. Building Rules and City Ordinances

The Exhibitor agrees to obey all rules of the State Fair Park Exposition Center Board which may now be in existence of which hereafter may be made, and to abide by the rules and regulations of the City Building Inspector, Health Department, and such other departments whose duties embrace regulations of exhibits, etc. Exhibitors displaying motor vehicles are responsible for following City of Milwaukee Parking Guidelines. See Exhibitor Service Kit for specific vehicle instructions.

24. Cancellation of Agreement

24. Cancellation of Agreement
Should the Venue or the relevant portion thereof be destroyed or damaged by fire, by the elements of any other cause, or should circumstances make it impossible for Show Management to provide such space contracted for during any part of the period covered by the Exhibitor's Agreement for space, the Exhibitor shall be obligated to pay only for the period the space was or could be occupied by Exhibitor and Show Management is released from any and all claims for damages which may result in consequences thereof. Show Management expressly reserves the right to cancel this Agreement at any time when, in its opinion, its continuation would adversely affect the Show or Show Management. In such a case, the Exhibitor will be charged for only the reasonable value of services equipment, etc., already provided. Show Management may restrict, prohibit and/or evict any exhibit with objectionable persons, display, things, conduct, printed matter, or anything else the Show judges to be objectionable. In the event Exhibitor seeks to cancel this license for exhibition space, withdraw from the Show, or reduce its space requirements for the Show, Exhibitor acknowledges that Show Management would be harmed and suffer loss and that it would be difficult to determine the precise value for or amount of that harm. All cancellations, withdrawals or requests for reduction in space by Exhibitor must be in writing, by certified mail, return receipt requested. The decidence is an exhibitor must be in writing, by certified mail, return receipt requested. reduction in space by Exhibitor must be in writing, by certified mail, return receipt requested. The date of cancellation, withdrawal or reduction in space, as applicable, shall be the postmark date on the notice. If Exhibitor cancels, withdraws or withdrawal or reduction in space, as applicable, shall be the postmark date on the notice. If Exhibitor cancels, withdraws or reduces its space requirements for the Show, Exhibitor agrees to pay to Show Management the mounts set forth below if not previously paid by Exhibitor. Such payment shall be liquidated damages and not a penalty, and the parties agree that such amounts constitute a reasonable provision for liquidated damages. Date Written Notice of Cancellation or Reduction In Space Postmarked On or before 120 days of the first day of the Show (60% of Total Booth Space Fee) — waived for 2021 show — worry free cancellation policy 100% refundable; Within 120 days of the first day of the Show (100% of the Total Booth Space Fee). In the event Exhibitor, at any time, seeks to cancel this license for exhibition space, an administrative and processing fee of \$100.00 per 10" x 10" booth will be assessed. If a reduction is space is requested, Exhibitor's booth space on the Show floor may be moved in the sole discretion of Show Management.

25. Amendments

Show Management will have the full power of interpretation and enforcement of all provisions contained herein, and the power to make such amendments thereto, and such further rules and regulations as will be considered necessary for proper conduct of the Show.

- The Exhibitor shall indemnify, defend and hold harmless Milwaukee Journal Sentinel Sports Show, State Fair Park Exposition The Exhibitor shall indemnify, defend and hold harmless Milwaukee Journal Sentinel Sports Show, State Fair Park Exposition Center (for purposes of rights, but not obligations, hereunder), Outdoor Sports Group LLC, JSI, Jornal Media Group, Inc., and their respective parent, affiliated and subsidiary companies and the present and former directors, officers, shareholders, agents, attorneys, representatives and employees of the foregoing (collectively, 'Show Managemer) from and against any and all liabilities and expenses whatsoever, including but not limited to claims, adversary proceedings (whether before a court, administrative agency or any other tribunal), reasonable attorney fees, damages, judgments, awards, penalties, settlements, investigations, costs and disbursements (collectively, 'Claims'), arising or resulting from (i) any breach, violation or noncompliance of or with any term of this Agreement by the Exhibitor; (ii) the products, services or other materials displayed, offered or promoted by Exhibitor; or (iii) any negligent or intentional act or omission of LISI.
- omission of JSI.

 Promptly after learning of the occurrence of any event that may give rise to its rights under the provision immediately above, the Show Management entity intending to claim indemnification hereunder (the "Indemnified Party") shall give written notice of such matter to the Exhibitor from which indemnification is sought, although failure to provide prompt notice will not relieve Exhibitor is obligation to indemnify unless Exhibitor is materially prejudiced by the delay. The shibitor shall diligently defend any such action, claim or liability, and subject to the Exhibitor's compliance with its indemnification obligations, the Indemnified Party shall, at the Exhibitor's expense, cooperate fully with the Exhibitor and its legal representatives in the investigation and defense of any Claim covered by this Agreement. The Exhibitor shall be in charge of and control such negotiations, compromise and defense and shall have the right to select counsel with respect thereto, provided that the Exhibitor shall promptly notify the Indemnified Party of all developments in the matter. In no extent shall the Indemnified Party compromise or settle any such matter without the prior consent of the Exhibitor, who shall not be bound by any such compromise or settlement absent its prior written consent, which shall not be unreasonably withheld or delayed. The Indemnified Party shall have the right, but not the obligation, to be represented by counsel of its own selection and at its own compromise or sentement assent its prior winter consent, which shall not be unreasonably witnered or delayed. Indemnified Party shall have the right, but not the obligation, to be represented by counsel of its own selection and at its own expense. If the Exhibitor fails to promptly act to protect the interests of the Indemnified Party after being notified of a Claim, the Indemnified Party may, at Exhibitor's expense, take action in its own defense at Exhibitor's expense and Exhibitor shall immediately reimburse and pay all such expenses as part of this indemnity. Show Management makes no, and disclaims all, representations or warranties express or implied, and the Event is provided "as is". Show Management makes no guarantees about attendance and shall not be liable for any consequential, indirect,
- incidental, special, lost profits, or punitive damages nor for any liability in excess of the fee paid by Exhibitor hereunder. The obligations to indemnify contained in this section shall survive the expiration or termination of this Agreement.

27. Recordings

Exhibitor grants Show Management the irrevocable right to record and use video(s), photo(s), and/or other audio/video recordings taken at the Show that may include images of Exhibitor, its employees, products and/or logos, exhibit space and associated image, voice, likeness, etc. ("Recordings"), and Exhibitor consents to all such use by Show Management of such Recordings, without giving Exhibitor or any other party notice or compensation, including without limitation the irrevocable right to reproduce, distribute, sell, transmit, stream, display and publicly perform such Recordings, transcriptions and derivative works in any medium.

Compliance with Law

Exhibitor (and its products, services and materials displayed, offered or promoted) shall comply with all applicable law, rule, regulation, and industry self-regulatory guidelines and industry practices.

29. Insurance
All Exhibitor shall submit a copy of its certificate of insurance for General Liability Insurance and if required, Automobile Liability All exhibitor shall submit a copy of its certificate of insurance for certified lighting insurance and in required, Automobile Liability Insurance, on an occurrence form, with a combined single limit for Bodily Injury and Property Damage, including Products Liability (including completed-operations coverage), coverage for contractual liability, independent contractors, broad form property damage and personal injury in an amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; and if use of a vehicle in or on the premises of the Venue will occur; Automobile Liability Insurance covering all owned, non-owned and infer devaluels with limits not less than One Million Dollars (\$1,000,000), per occurrence, single limit for personal injury and property damage. The The limit of the winifor Dollar's (3,100,000), per occurrence, single limit to personal injury and properly damage. The Exhibitor's certificate of insurance will provide additional insured status for General Liability and, if required, Automobile Liability by providing the following additional insured language: "Journal Media Group, Inc., Journal Sentinel, Inc., Outdoor Sports Group LLC and their affiliates, subsidiaries and their respective directors, officers, employee and agents are additional insureds." All Exhibitors who employ workers other than family members or volunteers must submit evidence of Workers Compensation coverage. This will be provided on the certificate of insurance. Proof of coverage must be provided five business days prior to booth setup to Outdoor Sports Group LLC.

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30. Other
This Agreement shall be governed by New York law. Show Management reserves the right to make changes, amendments and additions to these terms and conditions and in the Exhibitor Service Kit at any time, and all changes, amendments and additions so made shall be binding on the Exhibitor. Any matters not specifically covered herein are subject to decision by Show Management