



## TERMS AND CONDITIONS FOR VENDOR/EXHIBITOR SPACE

In consideration of the sums paid by the party ("Vendor") acknowledging and accepting these Terms and Conditions for Vendor/Exhibitor Space ("Terms and Conditions") and the agreements herein contained, Dive Bomb Industries, LLC ("Dive Bomb") hereby grants to Vendor the right, license and privilege of occupying, during the Dive Bomb SquadFest event on **July 28 and 29, 2023** (the "Event") an exhibition booth space to be used by Vendor during the Event for displaying and exhibiting Vendor's (and/or its suppliers' and customers') waterfowl hunting-related products and/or services subject to the following terms:

- 1. Registration Fee.** Vendor expressly agrees to pay the entire Event registration and participation fee for the exhibition booth space that Vendor selected on Dive Bomb's online registration form immediately upon acceptance of these Terms and Conditions. If Vendor cancels its participation in the Event by written notice to Dive Bomb by **March 31, 2023**, Dive Bomb will refund one-half of the amount paid to Dive Bomb. No other refunds will be made.
- 2. Character of Vendors.** Dive Bomb may license space for any exhibit of interest to the public or of educational value at the Event. Dive Bomb reserves the right to remove Vendor, if Vendor does not meet the standards of the Event or otherwise does not comply with these Terms and Conditions or Dive Bomb's rules and regulations for the Event. Distribution by Vendor of any materials, goods or other articles shall be restricted to their designated Event exhibition booth space.
- 3. No Competition.** VENDOR'S PROMOTION OF ANY MERCHANDISE, INCLUDING BUT NOT LIMITED TO DECOYS AND RELATED ACCESSORIES, THAT IS IN DIRECT OR INDIRECT COMPETITION WITH DIVE BOMB IS NOT PERMISSIBLE, AS THIS IS A DIVE BOMB EVENT.
- 4. Binding Agreement.** By Vendor's acknowledgement and acceptance of these Terms and Conditions, Vendor acknowledges that Vendor has read and understands these Terms and Conditions. Vendor agrees to be bound by each and every provision of these Terms and Conditions, and Dive Bomb shall have full power in the matter of interpretation, amendment and enforcement of all Terms and Conditions, rules and regulations; and any such amendment, when made and brought to the notice of the Vendor, shall be and become part hereof as though duly incorporated herein and subject to all the terms and conditions herein set forth.
- 5. Insurance and Liability:** Dive Bomb assumes no risk and by the acceptance of these Terms and Conditions, the Vendor expressly releases Dive Bomb and its employees, agents, members and contractors (collectively, "Dive Bomb Parties") of and from any and all liability from any damage, injury or loss to any person or goods which may arise from the use and acceptance of said space by Vendor and Vendor's attendance at the Event, and Vendor agrees to hold and save the Dive Bomb Parties harmless from any loss or damage by reason thereof. Vendor agrees to indemnify the Dive Bomb Parties for any monies that the Dive Bomb Parties may pay as a result of such

damage, and any other injury or loss the Dive Bomb Parties may incur from the use and occupancy of said space by Vendor, including any legal expenses and attorneys' fees which the Dive Bomb Parties may incur in defending such claims as may be made. Vendor will hold the Dive Bomb Parties harmless from any damage, expense or liability arising from any injury or damage to Vendor, its agents, invitees, contractors or employees, or to the property of Vendor by virtue of Vendor's attendance at the Event or anything connected to the Event. Vendor must keep and maintain during the Event adequate insurance covering property damage to Vendor's merchandise and other property kept at the Event and shall have a policy of commercial general liability insurance in place providing reasonable amounts of coverage. Vendor shall provide Dive Bomb with proof of such coverage upon request. Dive Bomb does not assume any responsibility for the safety of exhibits and exhibit material against robbery, fire, accidents or for any cause. In all cases, Vendor must insure Vendor's own goods. Dive Bomb will not provide supplemental security at the Event and Dive Bomb assumes no responsibility whatsoever for any property placed in the Event and Dive Bomb is hereby expressly released and discharged from any and all liability from any loss, injury or damages to persons or property that may be sustained while on the Event grounds.

6. **Date.** If Dive Bomb considers it inadvisable to hold the Event at the time and/or place previously designated, Dive Bomb shall have the right to change the date and/or the place by sending Vendor written notice thereof.
7. **General Event Terms.** Vendor may arrive no sooner than **July 27, 2023** and begin setting-up upon receiving direction from Event staff. Vendor must break down immediately after the Event is concluded and remove all Vendor materials from the Event location as quickly as possible. Vendor's exhibition booth must be manned at all times. Aisle ways and exits must be maintained and unobstructed.
8. **Force Majeure Events.** Dive Bomb will not be liable for any delay or cancellation of the Event or for any failure to otherwise perform any of its obligations to Vendor or any other party due to damage or destruction by fire or other casualty, pandemic, act of God, terrorism or criminal act, the authority of law, or any other cause beyond the reasonable control of Dive Bomb. If for any reason, the Event is not held or rescheduled, Dive Bomb shall be released from all claims upon refunding the registration fee received from Vendor.
9. **No Assignment.** Vendor shall not, without the prior written consent of Dive Bomb, assign, license or sublet its designated Event space, or any part thereof.
10. **Taxes.** Vendor is solely responsible to pay all sales taxes of every nature, which may be assessed or levied by virtue of any business or activity conducted by Vendor at the Event or elsewhere.
11. **Licenses and Permits.** Vendor shall be required to obtain and maintain in good standing, at its sole cost and expense, and upon request shall submit to Dive Bomb upon request copies of all applicable current business licenses and permits required for Vendor to operate legally at the Event in accordance with these Terms and Conditions.
12. **Amendments.** These Terms and Conditions may be amended and rules and regulations for the Event may be promulgated and amended unilaterally by Dive Bomb for the purpose and intent of providing a well-balanced, well-regulated and successful Event. Dive Bomb shall have full power to so interpret the rules and regulations in its sole discretion for the best interest of the Event, and any and all amendments of these Terms and Conditions and any such rules and regulations shall bind the Vendor upon delivering written notice thereof to Vendor.

- 13. Entire Agreement; Severability.** These Terms and Conditions constitute the entire agreement with respect to the matters herein contained. No other written or oral terms or agreements shall become a part hereof unless accepted by Dive Bomb and provided to Vendor in writing. If any provision of these Terms and Conditions, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is adjudicated by a court of competent jurisdiction to be invalid, the validity of the remainder of these Terms and Conditions shall be construed as if such invalid part were never included herein.
- 14. Law; Attorneys' Fees.** Vendor shall at all times fully comply with any and all applicable local, state, county, city and federal laws and regulations. Vendor shall not advertise, offer for sale, or sell any item that Vendor is prohibited from advertising or selling by any applicable law. These Terms and Conditions are governed by the laws of the State of Missouri and any claim or dispute arising from the Event or these Terms and Conditions shall be heard in the state courts of St. Louis County, Missouri or the Federal District Court for the Eastern District of Missouri. In the event either party engages attorneys to bring an action against the other to enforce these Terms and Conditions, to bring a claim otherwise arising out of the Event, or to defend an action brought by the other party, the prevailing party in such action shall be reimbursed by the other party for such reasonable costs as may be incurred in such action, including any successful appeal therefrom, including reasonable attorneys' fees, and costs as determined by the judge overseeing such proceeding.
- 15. Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, THE DIVE BOMB PARTIES' LIABILITY UNDER THESE TERMS AND CONDITIONS AND OTHERWISE ARISING OUT OF THE EVENT IS LIMITED TO THE AMOUNTS PAID BY VENDOR FOR ITS PARTICIPATION IN THE EVENT. IN NO EVENT SHALL THE DIVE BOMB PARTIES HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF USE OR EQUIPMENT OR MERCHANDISE, PERSONAL INJURY, PROPERTY DAMAGE OR INTERRUPTION OF BUSINESS, ARISING IN ANY WAY OUT OF THE EVENT OR THESE TERMS AND CONDITIONS UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT THE DIVE BOMB PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.