

Hold Harmless Agreement

SC Bridal Showcase-Florence

Center September 24, 2023

HOLD HARMLESS AGREEMENT: I have read all rules carefully and agree to abide by them. I _____,
of _____

agree to hold harmless Community Broadcasters, LLC and the SC Bridal Showcase and its affiliates, associates, tenants, and committee members thereof, from any claim including, but not limited to injury to person, damage to property, loss by fire theft or any other cause, nor will I/we be a party to any law suit. This is a legal and binding hold harmless agreement.

Signature: _____ **DATE :** _____

Company Name _____

Confidentiality Agreement

CONFIDENTIALITY

Community Broadcasters, LLC., and _____ shall not disclose to any third party, without the prior written consent of the other, the subject matter or terms or conditions of this Agreement, unless required by law or necessary to disclose to their respective attorneys, accountants, lenders or financial advisors; provided, however, the Florence Center, and Community Broadcasters, LLC. may for promotional purposes disclose to third parties that it has engaged in an Agreement with aforementioned parties. Except as set forth herein Community Broadcasters LLC., and _____ shall not disclose to any third party any Confidential Information received from the other or the other's affiliated companies from and after the date hereof. "Confidential Information" means nonpublic information relating to unreleased software, hardware or other technical products or services, marketing plans, confidential business policies or practices, and information received from third parties that such other party is obligated to treat as confidential. Confidential Information shall not include any information that (i) has entered or subsequently enters the public domain without breach of any obligation owed to the other party under this Agreement; (ii) was in the possession of or became known to a party to prior to disclosure of such information to such party; (iii) becomes known to a party from a source other than the other party hereto which is, to the best of such initial party's knowledge, entitled to disclose it; (iv) is disclosed to a party hereunder to a third party without restrictions on its disclosure; or (v) is independently developed by the other party hereunder as evidenced by written records. Upon termination of this Agreement, and or until all financial obligations by both parties are complete and final all intellectual property remains the property of Community Broadcasters LLC.

SC Bridal Showcase Exhibitor Covenants

a) The Exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Show, (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Show, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Show.

b) The Exhibitor agrees to abide by all rules and regulations governing the Show established from time to time by The Florence Center ("FC"), including rules and regulations set forth in the Exhibitor Manual.

c) The Exhibitor agrees to observe, to the extent applicable, all union contracts and labor relations agreements in force (i) between FC and contractors providing services to the facility, and (ii) governing companies operating in the facility in which the Show is taking place.

d) The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or

business

during the term of the Show and to pay all taxes, including all applicable sales taxes of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.

e) The Exhibitor agrees not to conduct or be associated with any promotional contests held at or in connection with the Show unless (i) the Exhibitor satisfies FC that the Contest is being operated in accordance with applicable law; and (ii) the prior written consent of FC is obtained.

f) The playing, performing, reproduction, broadcasting or other use at the Show of any music, materials, devices, processes and dramatic rights that is the subject of any third-party copyright, trademark, industrial design, patent or any other intellectual property right, by the Exhibitor or its agents, representatives or employees is prohibited without the express written consent of FC. The Exhibitor agrees to indemnify and save harmless FC and the facility (and their respective officers, directors, employees, insurers, agents, representatives and those for whom the Exhibitor is responsible in law) against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by the Exhibitor, its agents, representatives, employees and those for whom the Exhibitor is responsible in law. g) The Exhibitor agrees to occupy the contracted exhibit space during Show hours and to sell, promote or advertise only the products and services described in this license agreement.

2. FLORENCE CENTER RIGHTS

a) FC reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for the Show; (ii) reject or prohibit exhibits, Exhibitors or promotional activities that FC considers objectionable, inappropriate, disruptive or dangerous to FC, other Exhibitors or Show attendees; (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part, the Show due to an event of force majeure; or (v) change the date, location and duration of the Show; without any liability to FC. b) FC shall have the right to establish and amend or modify any regulations governing use of the facility and the Show.

3. ASSIGNMENT AND SUBLETTING

The Exhibitor shall not assign any rights or sublet space under this license agreement without the prior written permission of FC, which permission may be withheld in FC's sole discretion.

4. INDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless FC and the facility, their Respective officers, directors, agents, representatives and employees, against all claims, Losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (i) any breach of or default under the terms or conditions of this agreement, (ii) its occupancy of the exhibit space and/or its environs, (iii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and (iv) personal injuries, death, property damages or any other damage sustained by the Exhibitor, FC, the facility, Show sponsors or a visitor to the Show and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law, or (v) any negligence, or willful misconduct by or on behalf of Exhibitor or its employees or agents.

5. LIABILITY AND INSURANCE

a) The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against FC, the Show sponsors or the facility in which the Show is held, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.

b) Neither FC nor the facility will assume liability for loss for damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

6. FORCE MAJEURE

In the event that (i) the facility in which the Show is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) FC is unable to permit the Exhibitor to occupy the facility or the space, or (iii) if the Show is cancelled or curtailed, for any reasons beyond the control of FC, including but not limited to, casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott, FC will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer.

7. BOOTH DISPLAY

a) All exhibits require floor covering that's professional-looking and clean. YOUR FLOOR COVERING MUST BE CORNER TO CORNER COVERING YOUR ENTIRE BOOTH FLOOR! NO PARTIAL FLOOR COVERINGS ARE PERMITTED. Booth construction and signage must be exhibited in accordance to the rules and regulations pertaining to the Exhibitor's booth type and as outlined in the Exhibitor Manual.

- Linear booth displays provide 8' back drape and 3' side drapes. Linear booth displays must be no more than 8' high across the back (including signage).

- Signs must be one-sided, and not face into another exhibitor’s booth.
- No hand-written signs are allowed – use professional signs only.
- No tents without consent of Show Management
 - Tables must be professionally skirted (no plastic) with floor-length skirting on all four sides. Any and all stored items, ranging from inventory to personal effects, must be stored COMPLETELY OUT OF SIGHT.

b) The Exhibitor agrees that no display will be dismantled, or goods removed during the term of the Show, but will remain intact until the end of the final closing hour on the last Show day. THIS MEANS THAT YOU CANNOT MOVE OUT PRIOR TO THE SHOW CLOSING ON THE FINAL DAY. MOVE OUT ONLY DURING TO DESIGNATED MOVE OUT HOURS IS STRICTLY ENFORCED. The Exhibitor also agrees to remove its display and equipment from the Show site by the final move-out day, and in the event of a failure to do so, or failure to return the allocated space to the same condition as at the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by FC. c) The Exhibitor understands and agrees exhibit space is required to be staffed during entire show hours.

8. CANCELLATION AND TERMINATION

a) The exhibitor shall have the right to cancel this license agreement or downsize space by notice in writing to be delivered to FC. All deposits/payments received by FC up to the date of notice of cancellation or downsize are non-refundable and non-transferable and the balance of the full cost of the space is due immediately. In the event that the Exhibitor (i) fails to make payments in accordance with the payment schedule setout herein or (ii) fails to appear at the show; FC reserves the right to cancel this license agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate. FC will retain any and all deposits/payment(s) made by the Exhibitor as liquidated damages (and not as a penalty) for breach of this license agreement and all payments will be due per the terms of the contract. In the event of either of the above circumstances, FC has the right to (i)re-rent said space and (ii) bring action against the Exhibitor for payment of the full cost of the space originally licensed from FC. b) If the Exhibitor violates or breaches any other terms or conditions of this license agreement, all payments made by the Exhibitor and all amounts due to FC shall be deemed earned by FC and all deposits received shall be non-refundable and non-transferable. In the event of any violation or breach of the terms and conditions of this license agreement, FC shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as FC deems appropriate, including, but not limited to, re-licensing its use to another exhibitor. The Exhibitor shall not be entitled to any offset or mitigation of the amount due under this license agreement as a result of the use of or payment for the space by another exhibitor in the Show.

c) Each covenant by the Exhibitor contained herein is material and of the essence of this license agreement and violation of any term or condition hereof by the Exhibitor shall be a default of the entire agreement entitling FC to immediately and without notice revoke the privileges granted to the Exhibitor and take possession of the space of the defaulting Exhibitor. Any such revocation of the license granted herein shall be without prejudice to FC to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.

9. MISCELLANEOUS

- a) Waiver by FC of any breach of any term or provision of this license agreement by the Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision hereof.
- b) No alterations or variations of the terms of this license agreement shall be valid unless made in writing and signed by each of the parties hereto.
- c) This license agreement shall be governed by and construed in accordance with the laws of the governing jurisdiction in which the Show is held.
- d) If a show guide is produced for the show, FC is not responsible for any errors or omissions in the show guide.

Initial_____