

## EXHIBIT SHOW SPACE CONTRACT

This Agreement (herein called the "Contract") is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by and between the UNIVERSITY OF MAINE SYSTEM acting through the University of Maine, ("hereinafter "University"), and \_\_\_\_\_, (hereinafter called "Exhibitor").

University and Exhibitor agree as follows:

SECTION 1. Licensed Space. University hereby licenses to Exhibitor, and Exhibitor hereby accepts the following license from University, subject to the terms and conditions of this License the area more particularly described in the Sponsorship Agreement hereto and made a part hereof, (the "Space"). University will notify Exhibitor at least two weeks prior to the Show of the tentative location of the Space at the Show. University's selection of the location of the Space may be changed at its sole discretion.

SECTION 2. Payment. A 'sponsorship form' and 'invoice' will be sent to an Exhibitor upon expressed interest in contracting a sponsorship agreement. Payment must be submitted in full, with this signed contract, no later than Friday April 2, 2018. If full payment is not received by April 2, 2018, inclusion in all show-related materials will be forfeited.

Additionally, University will no longer guarantee the reservation and may, at its sole discretion, release, reduce, or resell the display space. For contracts submitted after April 2, 2018, payment must be received in full at the time of signing of this License. Any exception to this policy shall be at the sole discretion of University. Exhibitor must be paid in full before it is allowed to move into the Event.

SECTION 3. Cancellation. An Exhibitor may elect to cancel their contracted space for any reason prior to April 2, 2017.

SECTION 4. Indemnification. University, its Trustees, officers, employees and agents, shall not be responsible for any injury or property damage suffered by Exhibitor, their/its employees, invitees, guests or visitors. Exhibitor does hereby indemnify, save and hold harmless University, its Trustees, officers, employees and agents, from every claim for damages including, but not by way of limitation, every claim for bodily injury, personal injury, property damage or for loss of use of property, by whomever sustained; and the University shall continue to enjoy all rights, claims and immunities and defenses available to it under law, including but not limited to the Maine Tort Claims Act, 14 M.R.S.A. '8101, et seq. Said indemnification shall include University attorney's fees and other costs.

Exhibitor agrees that it will use and occupy the display space and use such other portions of the premises for the Show as it is herein given the right to use at its own risk and that University shall have no responsibility or liability for any loss of or damage to fixtures or other property of the Exhibitor. University shall not be responsible or liable to the Exhibitor, or to those claiming by, through or under the Exhibitor, for any loss or damage caused by acts or omissions of persons occupying adjoining space or any part of the Show. IN NO EVENT SHALL UNIVERSITY BE LIABLE TO EXHIBITOR FOR INDIRECT OR CONSEQUENTIAL DAMAGES AND UNIVERSITY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, EXCEPT FOR THOSE SET FORTH HEREIN.

SECTION 5. Installation and Character of Exhibits. All exhibits are to be installed according to the instructions of University who will provide times and requirements for setting up and dismantling exhibits. Exhibits must be designed, constructed and operated in good taste and in a safe manner, and University shall have the right to require the removal, relocation or the modification of any display, exhibit or part thereof. All business and display materials must take place and be kept within the Space. No explosives, fuels or other combustible matter may be brought into the Space. No animals are allowed on show grounds.

SECTION 6. Assignment/Subleasing. Exhibitors shall not assign, transfer, sublease and/or share any part of their space without advanced written consent from University which may be withheld.

SECTION 7. Dismantling Exhibits. No exhibit or portion thereof may be closed during show hours or removed until Tuesday, April 17, 2018 between 5:00 p.m.- 6:00 p.m.. Failure to comply may have a direct effect on the opportunity to exhibit at future shows. Following the close of the show, exhibits will be removed according to the instructions of University.

SECTION 8. Force Majeure. Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. University reserves the right to order an evacuation of the show, or to take whatever action it deems appropriate regarding weather conditions or other circumstances that may occur. Exhibitors agree to comply with such directions which may include the immediate evacuation and removal of Exhibitor's display and related personal property from the show. It shall, however, under all circumstances, be the Exhibitor's responsibility to care for and protect its property.

SECTION 9. Governing Law. This Agreement will be governed by the laws of the State of Maine without regard to conflicts of laws principles.

SECTION 10. Notice. Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

If to University:  
University of Maine  
Director of Research Administration  
5717 Corbett Hall, Room 443  
Orono, Maine 04469

If to Exhibitor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECTION 11. Entire Contract. This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Contract is the entire agreement between the University (including University's employees and other End Users) and Exhibitor. In the event that Exhibitor enters into terms of use agreements or other agreements, policies or understandings, whether on Exhibitor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Exhibitor's website unless such terms and conditions are set forth in this Contract. Exhibitor may not unilaterally change any term or condition of this Contract.

Therefore, the parties hereto have executed this Agreement on the date first above written.

UNIVERSITY OF MAINE SYSTEM ACTING THROUGH  
THE UNIVERSITY OF MAINE

EXHIBITOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_