

EXHIBITOR'S AGREEMENT FOR GLOBAL MISSIONS HEALTH CONFERENCE

THIS AGREEMENT is made by and between, EXHIBITOR, and Southeast Christian Church in consideration of the mutual promises contained herein and for other good and valuable consideration, Exhibitor and Church agree as follows:

Our Church's facilities and real estate were provided through God's benevolence and by the sacrificial generosity of our Church members. The Church desires that its facilities be used for the fellowship of the Body of Christ and to bring God glory. Although the facilities are not generally available for use by groups other than ministries of the Church, we make our facilities available to other approved groups as a witness to our faith, in a spirit of Christian charity, and as a means of demonstrating the Gospel of Jesus Christ in practice.

Church is willing to grant a revocable license to Exhibitor subject to the terms and conditions of this Exhibitor Agreement.

SECTION I: CONFERENCE

The Church may provide an Exhibit Hall in connection with the conference in the locations designated by the Church.

SECTION II: EXHIBIT SPACE

The Church shall provide an Exhibit Hall, for the use of EXHIBITOR, the following space: one (1) 8' x 10' booth space with 8' high back drape, one (1) 8' x 24" table, two (2) chairs, one (1) one-line, black on white identification sign, one (1) 120 volt dual power outlet, and a wireless internet connection scannable QR code. Booths will be provided in packages that include the ability to request additional booth spaces.

In addition to the terms and conditions contained herein, the terms and conditions contained in The Exhibitor Policy Guide are incorporated herein by reference. By registering as an Exhibitor, EXHIBITOR represents that it has read and agrees to comply with the terms and conditions in The Exhibitor Policy Guide.

SECTION III: COST SHARING CONTRIBUTIONS (the "Cost Sharing Contributions"):

The parties agree that the Cost Sharing Contributions, noted on the conference registration page, are amounts that Exhibitor will pay to Church to reimburse Church for amounts paid for expenses attributable to Exhibitor's use of the space or in order to defray the cost of using Church's facility. Cost Sharing Contributions are non-refundable. Church will furnish heat or air conditioning and light as provided by existing equipment and fixtures in the Booth Space during GMHC hours only. Church will furnish set up of pipe and drape, 1 table and electrical. Any additional electrical

current required by Exhibitor will be paid for by Exhibitor at the prevailing rate, as may be charged to the Church. Any additional facilities or equipment required to furnish additional electrical current to meet the needs of Exhibitor will be paid for by Exhibitor provided, however, that none shall be installed unless agreed to by Church in writing in advance. In addition, the Church will provide set up and clean up services.

SECTION IV: NO CHARGE FOR USE OF SPACE

There is no charge for the use of space for Exhibitor's Booth.

SECTION V: OBJECTIONABLE DISPLAYS

The Church reserves the right to restrict or terminate the operation of any display that may become objectionable to Church, other EXHIBITORS or the public by reason of excessive noise, breaking any rules and regulations communicated by Southeast Christian Church staff, or for any other reason. In such an event, none of the EXHIBITOR'S payments for use of the space will be refunded.

Should the Church determine, that its decision to accept an EXHIBITOR was based upon misleading information or that an EXHIBITOR has displayed behavior, which creates an unhealthy ministry or training environment for GMHC attendees or violates Southeast Christian Church's policies or statement of faith, the Church may refuse to provide space to such EXHIBITOR, in Church's sole discretion.

In which case EXHIBITOR shall not be entitled to any refund of any cost sharing contributions paid to the Church. Regardless of whether EXHIBITOR receives any refund of amounts paid, EXHIBITOR waives any claim for loss or damages suffered by EXHIBITOR on account of the refusal to provide space by GMHC arising in whole or in part from EXHIBITOR providing false information or engaging in other misconduct set forth herein above.

SECTION VI: Standard Terms and Conditions

1. Facility Use. Exhibitor acknowledges that it has received and reviewed [Church's Facility Use Policy](#) and agrees to abide by this policy. In addition, by entering into this Agreement, Exhibitor also is indicating its agreement with Church's Statement of Faith attached to the [Facility Use Policy](#) and included in Church's Bylaws. Finally, Exhibitor acknowledges that it has received and reviewed the "Rules for Use of Southeast Christian Church Facilities" and agrees to abide by these rules. [The Facility Use Policy](#), Statement of Faith, and Rules for Use of Southeast Christian Church Facilities are hereby incorporated into this Exhibitor Agreement by this reference and made a part of this Agreement, as though fully set forth herein.

2. Exhibitor Affirmations. Exhibitor affirms all the following:

a. We understand that the Church does not allow its facility to be used in a way that contradicts its faith or by persons or groups holding beliefs that contradict the Church's faith.

b. To the best of our knowledge, the purpose for which we are requesting use of Church facilities will not contradict the Church's faith, and we commit to promptly disclose any potential conflict of which we are aware or become aware to Church staff.

c. I am not aware of any beliefs that are professed by me or the organization I represent and which is requesting use of the Church's facilities that contradict the beliefs of the Church. I agree to promptly disclose any potential conflicts in belief to Church staff.

d. We are not aware of any beliefs that are professed by our sublicensees or invitees using the booth space, including, but not limited to, exhibitors, displayers or sponsors that contradict the beliefs of the Church. If we become aware of a conflict of belief between such sublicensee or invitee and the Church, we will promptly disclose the conflict to the Church and we will discontinue our arrangement with such sublicensee or invitee and they will not be allowed to use the booth space.

e. We understand that the Church does not allow its facilities to be generally available to the public, and that our use of these facilities is subject to the Church Lead Team's approval as set forth in the Facility Use Policy, which is conditioned in part on my agreement to the requirements in the Church's "Facility Use Policy," a copy of which I have read and understood, as referred to in Section VI.1 above.

f. We understand that we will be responsible for any damages to the Church facilities resulting from this proposed use of booth space.

3. Revocable License. This Agreement creates a license from Church to Exhibitor to use the booth space in accordance with the terms and conditions of this Agreement. The license created hereby is revocable by Church (a) upon the occurrence of an Event of Default (hereinafter defined); or (b) as provided in Paragraph 10.

4. Condition of Booth Space: Alterations; Termination or Expiration. Exhibitor accepts the booth space in an "AS IS" condition without any obligation by Church to alter or make changes to the booth space or any of the physical facilities. Exhibitor may not alter the booth space or any of the physical facilities in any way without Church's prior written approval. All decorations must be approved by Church in advance of the conference. At the end of the GMHC, Exhibitor shall vacate the booth space leaving it in the same condition as it was at the beginning of the GMHC.

5. Compliance with Laws and Regulations: Permits. Exhibitor covenants and agrees to abide by all rules and regulations established by Church and its authorized

representatives; to provide any licenses and permits required to comply with federal, state, county and city laws, statutes, resolutions and ordinances; and to incur no bills or obligations for labor, materials or otherwise for which Church may be or become liable. Exhibitor agrees to collect and remit states sales tax for merchandise it sells and to hold Church harmless from such taxes as outlined in section to follow.

6. Indemnification. Exhibitor agrees to indemnify, protect, and hold harmless Church from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fee and expenses) imposed upon, incurred by or asserted against Church by reason of (a) any accidents, injury to or death of any person or loss of or damage to property arising or resulting directly or indirectly from the use, or occupancy by Exhibitor of the booth space or the Premises, except as a direct result of the gross negligence or intentional misconduct of the Church (b) any other loss or damage arising or resulting directly or indirectly from the GMHC or Exhibitor's use of the booth space or the Premises, (c) any alleged or actual copyright, trademark, or service mark infringement, or similar claim, arising from the GMHC, or Exhibitor's use of the booth space, or (d) any breach by Exhibitor of this Agreement. Without limiting the generality of the foregoing, Exhibitor's liability under this Paragraph shall include, without limitation, the claims of any employee, decorator, agent, subcontractor or other parties engaged by Exhibitor to provide goods or services in connection with the GMHC. Church shall not be liable for any damage to the property of Exhibitor or its guests, which is sustained in the use by Exhibitor of the booth space.

7. Casualty. In case the booth space shall become untenable because of fire or other casualty, this Exhibitor Agreement shall terminate. If such termination occurs before the GMHC begins, Church will refund to Exhibitor any amounts heretofore paid by Exhibitor after deducting any expenses incurred by Church in connection with this Agreement prior to the date of any such casualty. If such termination occurs during the GMHC, all amounts paid by Exhibitor will not be refundable. In the event of such termination, Exhibitor hereby waives any claims for damages or compensation, which might arise out of such termination.

8. Default; Remedies. If Exhibitor violates any of the terms, stipulations, conditions or covenants provided herein (each such violation shall be hereinafter referred to as an "Event of Default"), such a violation shall, at the option of Church, (i) entitle Church to revoke the license created by this Exhibitor Agreement, in which event, Exhibitor shall immediately vacate the Booth Space, after having returned the booth space to its condition at the GMHC registration date, and (ii) constitute a forfeiture of all amounts previously paid to Church, the same to be treated as partial liquidated damages, and no portion thereof shall be returned to Exhibitor. Upon the occurrence of an Event of Default, all Cost Sharing Contributions (plus, without limitation, reasonable attorneys'

fees and expenses) incurred by Church in connection with this Exhibitor Agreement shall be immediately due and payable by Exhibitor to Church.

9. Damage. If the booth space, or any portion of the booth space, shall be damaged by the act, default or negligence of the Exhibitor or its agents, employees, licensees, invitees, patrons, guest, Exhibitor will pay to Church, upon demand, such sum as shall be necessary to restore the booth space to its present condition, as determined in the sole and absolute discretion of Church.

10. Right to Cancel. Notwithstanding anything contained in this Agreement, Church shall have the right to cancel this Exhibitor Agreement at any time with thirty (30) days prior written notice by Church to Exhibitor that Church is terminating this Exhibitor Agreement effective on the date and time set out in the written notice.

11. Copyright. Exhibitor agrees not to display, perform, record, duplicate, distribute, broadcast, stream, podcast, post on internet, or otherwise use any copyrighted material at, during, or in connection with the GMHC unless Exhibitor shall have obtained at its sole expense, in advance, any and all necessary licenses, permissions or consents from the appropriate copyright owners or their representatives, and such licensing, permission or consent is and shall remain solely the duty of Exhibitor and Exhibitor will hold the Church harmless therefrom as more fully described in Section 6 above. Exhibitor further agrees not to commit any trademark or service mark infringement at, during, or in connection with the GMHC and to hold Church harmless therefrom as more fully described in Section 6 above.

12. Miscellaneous. Exhibitor agrees:

(a) To pay for any required or requested special and additional services, facilities, equipment, material, technicians, etc., supplied by Church, at prevailing rates and conditions, at the time of each request.

(b) That all past due cost sharing statements not paid within thirty (30) days of cost sharing statement date are subject to a FINANCE CHARGE imposed on the balance due which shall be computed by a "Periodic Rate" of 1½ % per month (which is an annual percentage rate of 18%) or the maximum allowed by law, whichever is greater. Such charge shall in no event exceed the maximum rate permitted by law.

(c) That it will inspect the booth space with a representative or representatives of Church, at the request of Church, prior to, during and/or after the term of this Exhibitor Agreement.

13. Entire Agreement; Amendments to be in Writing. This Agreement, the Exhibits, Schedules, and any attachments hereto embody the entire agreement between the

parties and there are no oral or other agreements, representations or inducements existing between the parties relating to this Agreement which are not expressly set forth or referred to herein. Neither this Exhibitor Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. Exhibitor may not assign this Exhibitor Agreement or any of its rights or obligations hereunder without the prior written consent of Church.

14. Attachments. Any addendum, statement of policy of the Church, or regulations referred to herein are made a part hereof as if copied in full herein.

15. Disputes. The parties to this Exhibitor Agreement are Christians and believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian church (see Matthew 18:15-20; 1 Corinthians 6:1-8). Therefore, the parties agree that any claim or dispute arising from or related to this Agreement shall be settled by biblically-based mediation and, if necessary, legally binding arbitration in accordance with the *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation, a division of Peacemaker® Ministries (complete text of the Rules is available at www.Peacemaker.net). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision. This Exhibitor Agreement and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

16. Headings. Section headings used herein are for convenience only and are not a part of this Exhibitor Agreement and shall not be used in construing it.