

Southeastern Association of State Highway & Transportation Officials ("SASHTO")
Exhibitor Agreement
RULES, TERMS AND CONDITIONS

- 1. BOOTH FEE COVERAGE:** The Booth Fee covers the rental of an 10' x 10' booth, one table (with skirting), two chairs, security during non-exhibition hours, routine cleaning of exhibition aisles, general lighting, standard heating and air conditioning.
- 2. BOOTH LOCATION:** SASHTO reserves the right to assign booth locations to Exhibitors.
- 3. LIABILITY OF EXHIBITOR:** The exhibitor assumes all responsibility for any and all loss, theft or damage to exhibitor's displays, equipment and other property while on *Walt Disney World*® Resort premises, and hereby waives any claim or demand it may have against Disney Resort Destinations or its affiliates arising from such loss, theft or damage. The exhibitor agrees, for the benefit of Disney Resort Destinations and its affiliates, to comply with all *Walt Disney World*® Resort policies and procedures for exhibitors and all applicable laws, codes and regulations. In addition, the exhibitor agrees to defend (if requested by and with counsel satisfactory to Disney Resort Destinations), indemnify and hold harmless Southeastern Association of State Highway & Transportation Officials ("SASHTO") and Disney Resort Destinations and their respective parent, subsidiary and other affiliated or related companies from and against any liabilities, obligations, claims, damages, suits, costs and expenses, including, without limitation, attorneys' fees and costs up through and including any appeal, arising from or in connection with the exhibitor's occupancy and use of the exhibition premises or any part thereof or any negligent act, error or omission or willful misconduct of the exhibitor or its employees, contractors, subcontractors or agents.
- 4. LIABILITY OF SASHTO:** SASHTO will not be liable for loss or damage to the property of the Exhibitors, their representatives or employees, from theft, fire, accident or other cause. SASHTO will not be liable for injury to exhibitors, their employees or third persons, or for damage to property in their custody, owned or controlled by them, or for property owned or controlled by a third party person whose claims for damages, injuries, etc., may by incident to, arise from, or in any way connected with their use of or occupation of display space. The Exhibitor shall indemnify, save and hold SASHTO harmless against any such claim or damage and shall pay and indemnify SASHTO for any cost or expenses, inclusive of counsel fees, arising from any such claim.
- 5. INSTALLATION AND DISMANTLING OF EXHIBIT:** Installation and dismantling of exhibits may not begin before August 10, 2008 at 1:00 p.m. and must be finished by August 12, 2008 by 5:00 p.m. Nothing shall be posted on, nailed, screwed, taped, pinned, or otherwise attached to columns, walls, floors or other parts of the building or furniture. All signs must be professionally printed.
- 6. CANCELLATION OF EXHIBIT SPACE:** In the event of an exhibit space cancellation, SASHTO must receive written notice of such a request for cancellation by June 1, 2008. With this notification, SASHTO will retain a service charge equal to fifty percent (50%) of the rental fee of the space. If written notice is received after June 1, 2008 SASHTO will retain the entire rental fee.

- 7. TERMINATION OR INTERRUPTION OF EXHIBITION:** In the event the site where the exhibition is to be held, in the sole determination of SASHTO, becomes unfit for occupancy or is substantially interfered with by reason of picketing, strike, embargo, injunction, act of God, a fire emergency declared by any government agency by virtue of any ordinance or law of any Municipal, State or Federal government agency, or any act beyond the control of SASHTO, this agreement may be terminated by SASHTO.

In the event of such termination, the Exhibitor waives any and all damages and agrees that SASHTO, may, after deducting all costs and expenses, including a reserve for claims, refund to the Exhibitors as, and for complete settlement and discharge for all said Exhibitor's claims and demands, his/her pro-rated share of all funds paid by Exhibitors.

In the event the exhibition is interrupted for any reason including, but not limited to, emergencies of any type, failure of utilities or other public services, the Exhibitor waives any and all claims against SASHTO.

- 8. SASHTO or the Hotel will not provide extension cords or power strip outlets.**