

RULES & REGULATIONS

1. RULES and REGULATIONS for the Space Symposium:

READ CAREFULLY: Please read the following Contract Rules and Regulations. By submitting the Contract to the Space Foundation, Exhibitor agrees to all terms and conditions, including, but not limited to, the following Rules and Regulations. It is the responsibility of the Exhibitor to be thoroughly familiar with the Rules and Regulations and to ensure that each member of its organization attending the Symposium complies with these Rules and Regulations.

- 1.1. CONTRACT FOR EXHIBIT SPACE:** The application for space constitutes a contract for the right to use the space. By submitting an application for exhibit space, the applicant releases Space Foundation, the Broadmoor Hotel, and official show contractors from any liabilities to the applicant, its agents, licensees, or employees that may arise or be asserted as a result of the submission of an application or participation in this exhibit. Upon confirmation by the Space Foundation of receipt of full payment and assignment of exhibit space to Exhibitor, the Space Foundation shall make available to Exhibitor the assigned space for the duration of the Symposium (the "Term"). Acceptance of an application does not imply endorsement by Space Foundation of the applicant's products, nor does rejection imply a lack of merit of product or manufacturer. Space Foundation has sole right to determine the eligibility of any company or product for inclusion in the Space Symposium and retains the right to rescind the Contract within 30 days of receipt if the exhibit is deemed to be contrary to the best interests of the Space Symposium. Subject to Section 8.33, the Space Foundation shall be released from its obligations under this Contract if the Symposium is canceled due to causes beyond its control or for the safety of the attendees. Examples of such causes include (a) events or threats of terrorism, (b) acts of the Government in its sovereign or contractual capacity, (c) fires, (d) floods, (e) epidemics and pandemics, (f) quarantine restrictions, (g) strikes, (h) freight embargoes, and (i) unusually severe weather and other acts of nature."
- 8.2 SPACE ASSIGNMENT AND ATTENDEES:** The Space Foundation will attempt to accommodate Exhibitor Requests for specific exhibit space; however, no guarantees can be made that the Exhibitor will be assigned the specific exhibit space requested. Exhibitor acknowledges that this Contract is not issued for specific exhibit space, but rather for the right to participate as an exhibitor at the Space Symposium. To reserve exhibit space for the Symposium, the Exhibitor must return the signed Contract to the Space Foundation. Exhibit space is not guaranteed until the Space Foundation confirms, in writing, receipt of the required payments and assigns exhibit space to Exhibitor. Exhibit space will be assigned according to the Priority Point System.
- 8.3. PRIORITY EXHIBIT SPACE ASSIGNMENT POINT SYSTEM:** Exhibitors will be assigned booth locations per the following point system:
- A. An exhibitor earns 1 point for each year exhibiting at the Symposium.
 - B. An exhibitor can earn more points through annual sponsorships as follows: A sponsor exhibitor will receive 1 point for every \$5,000 in Symposium sponsorship dollars contributed that year. For example, a \$60,000 sponsorship gets 12 points; a \$10,000 sponsorship gets 2 points and \$2,500 sponsorship gets 0.5 points.
 - C. An exhibitor can earn points for each annual corporate membership as follows: Diamond Member-15 points; Platinum Member-10 points; Sustaining Member-8 points; Contributing Member-6 points; Partner-4 points; Patron-2 points.
 - D. If an exhibitor skips a year of exhibiting, there is no penalty. The points remain the same. **Note:** if a year is skipped – the location that is currently designated to the company is open to another company for that year. Any exhibitor with enough points will be free to reserve the exhibit space during a company's hiatus.
 - E. **Downsizing:** If an exhibitor reduces booth size by more than 50% of the size of the previous year, there is a gain of only half a point the year of exhibiting. If downsizing less than 50% of the size of the previous year, no penalty.
 - F. If an exhibitor skips exhibiting for two years – they forfeit 50% of the total points accumulated or 1 point, whichever is greater.
 - G. If an exhibitor skips exhibiting for three years – they forfeit all accumulated points and must start over.
- If two exhibitors with equal points request the same exhibit space, the assignment will be made in the order of the date the Deposits were received. The Space Foundation will make every reasonable effort to accommodate exhibit location requests.
- 8.4 FAILURE TO HOLD SPACE SYMPOSIUM:** Should any contingency prevent holding of the Space Symposium, this lease shall terminate.
- 8.5 USE OF EXHIBIT SPACE:** No Exhibitor may sublet, assign, or apportion any part of the space allotted, or represent, advertise, or distribute literature for the products or services of any other firm or individual except as approved in writing by Space Foundation.
- 8.6 RESTRICTIONS:** The Space Foundation reserves the right to restrict exhibits which, because of noise, method of operation, or any other reason, become objectionable or otherwise detract from or are out of keeping with the character of the Space Symposium as a whole. It may forfeit installation or request removal or discontinuation of any exhibit or promotion which, if continued, departs substantially from the description given advance approval. In the event of such restrictions or evictions, the Space Foundation is not liable for any refund of rental or other expenses.
- 8.7 EXHIBITOR ACCESS DURING NON-SHOW HOURS:** Booth representatives will be permitted to enter the exhibit hall one hour before the scheduled opening time each day of the Space Symposium, unless written permission from the Space Foundation and will be permitted to remain in the exhibit hall up to 15 minutes after the closing hour each night.
- 8.8. PAYMENT FOR EXHIBIT SPACE:** In the event Exhibitor fails to fulfill its obligations under the Contract, or Exhibitor withdraws its exhibit from the Symposium, the Space Foundation shall retain all monies paid by the Exhibitor. The Space Foundation reserves the right to make changes to the program, location of exhibit booths to maximize the usable space, and hours of the exhibition.
- 8.9. EXHIBITOR SERVICES MANUAL:** The Freeman Company, herein known as the Show Decorator, will provide to the Space Foundation an Exhibitor Service packet that will serve as the exhibitor show kit (Services Manual), containing information and order forms required for the setup, display, and tear-down of exhibit booths. The Space Foundation representative will then provide to the Exhibitor the Services Manual, which Exhibitor agrees to adhere to for booth setup, display, and tear-down exhibit booths.
- 8.10. DISPLAY REGULATIONS:** The Broadmoor and The Freeman Company are the official supplier and shippers designated by the Space Foundation. Exhibitors that use other suppliers or shippers must notify the Space Foundation and The Broadmoor and provide the name, address, telephone number, and point of contact for alternate suppliers or shippers. The Exhibitor is responsible for ensuring that all such suppliers and shippers comply with all applicable Symposium requirements, rules, and regulations. Exhibitor shall provide to the Space Foundation and The Freeman Company proof of liability insurance at least two weeks before the opening of the Symposium for that year. Exhibitors must send all communications directed to the Broadmoor and The Freeman Company to the following points of contact: **Broadmoor Contact:** Jerry Homzy, the Broadmoor Convention Services Manager. The Broadmoor, P.O. Box 1439, Colorado Springs, CO 80901-1439; Phone: (719) 577-5816. To order services from The Broadmoor, please fill out the appropriate forms in the Exhibitor Kit. Exhibitors may order services such as audio-visual, computer rentals, telephone lines, electrical outlet needs, and security guard service from The Broadmoor. **Orders must be received no less than SIX WEEKS before the opening of the Symposium.**

The Freeman Company Contact: Imelda Casteel, The Freeman Company. The Freeman Company, 4493 Florence Street, Denver, CO 80238; Phone: (303) 316-3742 or fax (303) 307-0529. Please contact Imelda Casteel for information and questions regarding the setup and design of the booth.

A. Ball Aerospace Exhibit Center South: (Broadmoor Hall)

Space Symposium follows established Rules & Regulations for the Exhibit Center established by Show Management: Booth spaces in the Exhibit Center are available on a square footage request basis (minimum size: 10' x 10'). Standard booth background, side rail drape, one 7" x 44" one-line identification sign to include company name and booth number are provided without charge. Booths also come with one skirted table, two chairs, and a wastebasket at no charge. All other furnishings, equipment, facilities, etc., will be provided by Exhibitor at its own expense and responsibility. The overall height limit of a booth and all of its contents is as follows: 16' with a 20' high hanging banner limit. A low zone or a four-foot **line of sight rule** exists within four feet of unrelated neighboring exhibit booths and four feet into a booth from the front aisle. In a single 10' x 10' booth, this covers the entire front of the booth. The Exhibitor agrees to adhere to all established Rules & Regulations established by Show Management. If any part of the Exhibitor's exhibit exceeds these dimensions, please contact Rhonda Truett at RTruett@SpaceFoundation.org or (719) 440-1261, to obtain written authorization to proceed six weeks prior to the opening of the Space Symposium.

10' x 10' and 10' x 20' cannot have a hanging sign. 20' x 20' or larger can have a hanging sign. Please submit your booth design for all 20' x 20' or larger booths at least 6 weeks in advance to RTruett@SpaceFoundation.org for approval. Space Foundation retains the right to deny approval of Exhibitor Booths that do not meet the established guidelines set by Show Management. **Double Decker booths are not allowed in the Exhibit Center South unless the exhibit is located next to an outer wall, and the Exhibitor has express written permission from the Space Foundation.**

Island Booths are allowed on a space availability only and with written permission from the Space Foundation. Exhibitor will pay a premium for the Island booth as it will take away valuable aisle space.

B. Ball Aerospace Exhibit Center North: (Applies to Bartolin Hall Exhibits ONLY)

C. The Exhibitor agrees to follow and be fully bound by the IAEE Standard Guidelines for Display Rules & Regulations as well as the Exhibitor Services Manual, which are hereby fully incorporated into this Agreement by reference. The Exhibitor agrees to fully incorporate both of these documents into any subcontracts it issues in support of this Exhibitor Agreement. Booth spaces are available on a square footage request basis (minimum size: 10' x 10').

Standard booth background, side rail drape, and uniform two-line signs are provided without charge. Booths also come with one skirted table, two chairs and a wastebasket at no charge. All other furnishings, equipment, facilities, etc., will be provided by Exhibitor at its own expense and responsibility. The Exhibitor must provide floor covering or carpet for their booth space. The maximum back wall height of eight feet is allowed only in the rear half of the booth space and within four feet of the two side aisles, with a four feet height restriction imposed on all materials in the remaining space forward to the aisle. For larger booths, the height restriction is 12 feet. Island configurations are limited to 16 feet in height where ceilings permit. In any portion of the booth beyond four feet from the rear background – except for island booths – the height shall not exceed four feet. Space Foundation may grant exceptions to these rules. However, the Exhibitor must obtain written permission from the Space Foundation before the Space Symposium. Exhibitors agree to follow the IAEE established Rules and Regulations for all booth types including but not limited to **line of sight** and height restrictions for each booth type. Exhibits not conforming to these specifications or which in design, operation, or otherwise are objectionable in the option of the management will be prohibited. 10' x 10' and 10' x 20' cannot have a hanging sign. 20' x 20' or larger can have a hanging sign. Please submit your booth design for all 20' x 20' or larger booths at least six weeks in advance to RTruett@SpaceFoundation.org for approval. Space Foundation retains the right to deny approval of Exhibitor Booths that do not meet the established guidelines set by Show Management. **Double Decker booths are allowed in the Exhibit Center North as long as they follow IAEE established Display Rules & Regulations AND Exhibitor has express written permission from the Space Foundation.**

Island Booths are allowed on a space availability only and with written permission from the Space Foundation. Exhibitor will pay a premium for the Island booth as it will take away valuable aisle space.

- D. Booth Structure (pipe and drape) and Center Restrictions:** Exhibitor shall not post, tack, nail, screw, or otherwise attach anything to columns, walls, floors, or other parts of the Exhibit Center or any non-Exhibitor owned booth structures or furniture. Signs, rails, and other booth features shall not intrude into or over aisles. In cases where the reverse side of an exhibit booth back wall, sidewall, riser, or display is exposed to view, such portion of the display shall be suitably draped so that no part of the display, construction, electrical wiring, or the like is visible from the aisles of adjoining booths. Each Exhibitor is entitled to a reasonable sightline from the aisle regardless of the size of their exhibit.
- E. Space Restrictions:** Aisles and other spaces in the Exhibit Center are not rented to exhibitors. No booth is to extend into this space. All displays, interviews, lectures, demonstrations, or any other type of activity shall be conducted inside the contracted exhibit space.
- F. Signs:** A 7" x 44" one-line identification sign (company name and booth number) will be provided by The Freeman Company. Additional signs are the responsibility of the Exhibitor. Special signage arrangements can be made by contacting The Freeman Company.
- G. Provisions for Storage:** Fire regulations prohibit any storage in the Exhibit Center or The Broadmoor Complex, except within the Exhibitor's booth. Arrangements for storage are the responsibility of the Exhibitor. The Exhibitor shall remove all packing containers, cardboard boxes, corrugated paper excelsior, and wrapping paper from the booth before the opening of the Exhibit Center. Storage arrangements can be made by contacting The Freeman Company.
- H. Electrical Needs:** The Services Manual will contain detailed information regarding additional electrical needs such as 220-volt electrical outlets, VCRs, and monitors. Specifications for larger electrical voltage needs and the like are available through The Broadmoor. Included in the packet will be The Broadmoor and The Freeman Company's descriptions of the available items, cost information, and order forms. The Exhibitor must make arrangements with The Broadmoor for electrical needs **no less than SIX WEEKS before** the Symposium opening day.
- I. Audio Equipment Volume:** Exhibitor shall maintain the volume of audio equipment at reasonable levels. No sound effects that carry to adjoining booths are permitted. Headsets with videos are acceptable. Exhibitors may show videos, slides, opaque materials, and other electronic visual media only within the confines of the exhibit booth.
- J. The Character of Exhibits:** The Space Foundation reserves the right to determine the suitability, the appropriateness of all exhibits, the attire and conduct of all exhibit personnel, and to regulate the same at its sole discretion.
- K. Safety Provisions:** Exhibitors must provide the necessary shielding or safety items to protect attendees, other exhibitors, and all others from moving equipment and any other material, processes, or operations that might cause bodily harm. The Exhibitor shall keep an adequate number of operable fire extinguishing equipment accessible in the exhibit booth at all times.
- L. Food:** Exhibitors may serve catered food at their booth only if The Broadmoor provides the food.

8.11 LISTING AND PROMOTIONAL MATERIALS: By exhibiting at the Space Symposium, the Exhibitors grant the Space Foundation the following: a fully-paid, perpetual, non-exclusive license to use, display and reproduce the name and logo as well as contact information of the Exhibitors. This information may be used in any directory listing the exhibiting companies at the exhibition and to use such names and logos in promotional materials. The Space Foundation shall not be liable for any errors in any listed or descriptions or for omitting any Exhibitor from the directory or other lists or materials. Exhibitors may not use the Space Foundation corporate logo, but, with permission, may use the show logos only to indicate their status as an exhibitor at the Space Symposium and not imply any endorsement by the Space Foundation.

- 8.12. COPYRIGHTED MATERIALS:** Exhibitors shall not play or permit the playing or performance of, or distribution of any copyrighted materials at the exhibition unless it has obtained all necessary rights and paid all required royalties, fees or other payments.
- 8.13. DAMAGE TO PROPERTY:** Exhibitor is liable for any damage caused by Exhibitor or its representatives to building floors, walls, or columns, or to the property of other Exhibitors. Exhibitors may not apply paint, lacquer, adhesive, or other coatings to building columns or floors or to standard booth equipment.
- 8.14. FIRE AND SAFETY REGULATIONS:** The Exhibitor agrees to accept full responsibility for compliance with federal, state, and municipal regulations in the provision of maintenance of adequate safety devices and conditions for the operation of machinery and equipment. Exhibitor agrees to comply with all state and local fire and safety regulations. Combustible or explosive materials and substances must be flame-proofed. Packing containers, wrappings, and similar materials must be removed from the exhibit area and may not be stored under tables or behind displays.
- 8.15. RESTRICTION OF ACTIVITIES:** All Exhibitors' activities must be confined to the contracted exhibit space. No solicitation or distribution of materials outside of exhibit space will be allowed without written permission from the Space Foundation.
- 8.16. SECURITY / GUARD SERVICE:** While the Broadmoor will provide scheduled perimeter security for the Exhibit Center for the duration of the Space Symposium, protection of the Exhibitor's property, including insurance for the same, are Exhibitor's sole responsibility. The Exhibitor agrees that the Space Foundation has no obligation to provide security services, and the Space Foundation makes no representation whatsoever concerning the security of the premises. Exhibitor as a result of this waives any claims against the Space Foundation relating to loss, damage, theft, and all other forms of damage and harm to Exhibitor property. Individualized security service is available through The Broadmoor. Further information will be provided in the Exhibitor Kit. The Exhibitor should consider using locked facilities in its booth for the storage of display materials and products.
- 8.17. SET-UP / TEAR-DOWN TIMES:** Setup/tear-down hours vary by location and will be determined before the Symposium. The times will be sent to the Exhibitor in an informational update. Booths must be set up by 3:00 pm Monday, August 23, 2021, of Space Symposium. Booth set up will not be permitted after that. The show decorator will carpet and furnish any booth space not setup by 3:00 pm the day the Space Symposium begins, and an invoice will be sent to the Exhibitor. **If the Exhibitor tears-down or packs its exhibit before the designated time, the Exhibitor shall pay an early dismantling fee of \$1,000.00.** All exhibits must be removed from the exhibit area by 5:00 pm on the Saturday following the closing of the Symposium. Should the Broadmoor adjust the Exhibit Center completion date resulting in a change in the setup and dismantling times, the Space Foundation will provide written notice to the Exhibitor. The premises must be left broom cleaned by the Exhibitor. The Exhibitor shall be liable for all storage and handling charges resulting from the failure to remove exhibit material from the exhibit hall before the conclusion of the dismantling person as specified by the Space Foundation. Any Exhibitor failing to occupy its assigned space one hour before the Exhibitions opening, or who leaves his or her space unattended during the Exhibitor hours, forfeits their rights to the space. All exhibits must be open for business during the Exhibition hours.
- 8.18. CLEANING OF EXHIBITS:** For the duration of the Symposium, the Exhibitor shall keep its booth clean, neat, and orderly. The Broadmoor will vacuum and maintain the Exhibit Center aisles.
- 8.19. MEETINGS:** The Exhibitor shall not hold any meeting or event that conflicts with the Symposium exhibit viewing hours, meals, receptions, or sessions.
- 8.20. EXHIBITOR BADGES:** Exhibitor badges must be kept to a minimum for security purposes. The number of exhibitor badges per Exhibitor will be allocated on the total square footage of exhibit space purchased. Badge allocations are as follows: **100'= 5, 200'=10; 300'= 15; 400'=20; 500'= 22; 600'= 24; 700'=26; 800 or more sq. ft. = 28 badges.** Booth representatives shall wear "EXHIBITOR" badge identification furnished by the Space Foundation at all times. Space Foundation may limit the number of booth representatives at any time. Space Foundation exhibitors may purchase additional badges by contacting exhibitor@spacefoundation.org. Exhibitor badges allow access only to the Exhibit Center and NOT the general sessions or event meals.
- 8.21. EXHIBIT CENTER VISITOR BADGES:** Exhibit Center Visitor Badges are included with booth rental for customers, potential customers, or family members of the Exhibitor. Visitors must adhere to posted visitor hours to tour the Exhibit Center. The Exhibitor shall pre-register its visitors with the Space Foundation, and the Exhibitor shall be responsible for ensuring its visitors comply with applicable Symposium requirements, rules, and regulations, including the established dress code. Each visitor may pick up his or her Exhibit Center visitor pass at the Visitor Registration Desk and MUST show photo identification. The Exhibitor is liable for the conduct of its employees and visitors and any damages that they may cause. Misconduct by Exhibitor's employees and visitors on The Broadmoor grounds or while attending official or unofficial Symposium events may be grounds for expulsion of the employee/visitor and the Exhibitor, and cancellation of this Contract. In the event of expulsion/cancellation, the Space Foundation shall have no obligation to provide a refund of Exhibitor or registration fees to the Exhibitor. The Space Foundation reserves the right to refuse a visitor entry into any Exhibit Center due to unacceptable attire worn by the visitor. Visitor badges allow access only to the Exhibit Center during regular visitor hours.
- 8.22. MEALS:** The Exhibitor may purchase tickets for Symposium dinners and luncheons from the Space Symposium website before the event. The Space Foundation may provide limited food and beverages for exhibitors. The Exhibitor shall be liable for all acts, negligence, or conduct to include the Dram Laws.
- 8.23. INDEMNITY:** General liability and fire insurance is the responsibility of the Exhibitor. The Exhibitor agrees to indemnify and hold harmless the Space Foundation, The Broadmoor, their respective managers, sponsors, agents and employees, from all losses including to but not limited to dram law losses, damages, costs, and expenses to the extent relating to or arising from the death of or injury to person(s) whomsoever or property whatsoever, caused by Exhibitor's gross negligence or willful misconduct including but not limited to dram law losses. If such damage or injury is determined to be due to the negligence of the Space Foundation or The Broadmoor, respectively, in which case the obligation to indemnify shall cease with respect to the negligent party only. The Exhibitor shall include the Space Foundation as "Additional Insured" on the Exhibitor's Certificate of Insurance. The Exhibitor shall indicate this is for 36th Space Symposium, August 23 – 26, 2021. At least two weeks before the opening of the Symposium, the Exhibitor shall forward a copy of the Exhibitor's Certificate of Insurance Liability with company name and amount of coverage to Exhibitor@SpaceFoundation.org.

The amounts required are the following:

General Liability

- Each Occurrence: \$1,000,000
- Damage to Rented Premises for Each Occurrence: \$300,000
- Medical Expenses: \$5,000
- Personal Injury: \$1,000,000
- General Aggregate: \$2,000,000
- Products – Comp/OP AGG: \$2,000,000

Automobile Liability

- Combined Single Limit: \$1,000,000

Excess / Umbrella Liability

- Each Occurrence: \$1,000,000
- Aggregate: \$1,000,000

Workers Compensation and Employer's Liability

- Each Accident: \$1,000,000
- Disease – Each Employee: \$1,000,000
- Disease – Policy Limit: \$1,000,000

- 8.24. UNION RESTRICTIONS:** Exhibitors are required to observe all union contracts in effect between the Space Foundation, the Broadmoor Hotel, its official contracts, and various other organizations. The Space Foundation cannot take responsibility for interference with the Space Symposium caused by disputes involving union personnel and individual Exhibitors.
- 8.25. EXHIBITOR'S RESPONSIBILITY:** Exhibitor agrees to indemnify the Space Foundation, the Broadmoor Hotel, members, officers, directors, agents, and employees of each of these entities and official show contractors against and hold them harmless for any claims arising out of the acts or negligence to include dram law loss of the Exhibitor, his/her agents, or employees, or out of labor disputes.
- 8.26. MUSIC LICENSING:** Exhibitors may not play music in their booth without express written permission from the Space Foundation. If the Exhibitor is using music in their booth, either live or mechanical, they must provide the Space Foundation with a copy of the Exhibitors Licensing Agreement with ASCAP, BMI, or other such licensing organization. Further, should any Exhibitor play music, the Exhibitor agrees to indemnify and hold the Space Foundation harmless from any action brought against the Space Foundation by ASCAP, BMI, or other such licensing organization for the playing of such music.
- 8.27. AGE RESTRICTIONS FOR EXHIBIT CENTER:** Exhibitors must be 18 years or older to work in an exhibit booth. Visitors must be 18 years or older, except for the Student Tours conducted by the Space Foundation Education Department. Cadets and other Exhibit Center visitors who are not 18 must get permission from Space Foundation personnel. Please contact Rhonda Truett at RTruett@SpaceFoundation.org with any request regarding visitors less than 18 years of age. Space Foundation reserves the right to approve or deny on a case-by-case basis.
- 8.28. PROPER ATTIRE AND CONDUCT:** The dress code is informal smart casual for civilian visitors and SERVICE DRESS/CLASS A uniform for military visitors. Items NOT allowed: flip-flops/casual sandals, tee-shirts, sweatshirts, jerseys, shorts, or any clothing item in poor condition. Space Foundation reserves the right to refuse any person entry into Exhibit Centers due to improper attire or any other reason deemed necessary by Space Foundation. The Exhibitor representative's manner, appearance, and dress must be such as not to offend even the most critical. Any breach of this rule may result in the Exhibitor being ejected or barred from the Space Symposium. Exhibitors operating audio or any other noise-creating devices shall do so only at a level that will not interfere with other Exhibitors or add unduly to general acoustic inconvenience, or the Space Foundation may require discontinuance of their use. Should the wording of any sign or area in Exhibitor's booth be deemed by the Space Foundation to be contrary in any way to the best interests of the trade show, the Exhibitor shall make such changes as are requested by the Space Foundation. All demonstrations of services or equipment, interviews, and other exhibit activities must be conducted so as not to infringe on the rights of other Exhibitors or offend visitors to the exhibit.
- 8.29. OBSERVANCE OF LAWS:** Exhibitor shall abide by and observe all Federal, State and local laws, codes, ordinances, rules and regulations of the Exhibition Facility (including any union labor work rules). Without limiting the forgoing, Exhibitor shall construct and conduct its exhibits to comply with the Americans with Disabilities Act.
- 8.30. AMERICANS WITH DISABILITIES ACT:** The Exhibitor acknowledges its responsibilities under the Americans with Disabilities Act (ADA) to make its booth accessible to disabled persons. Exhibitor shall also indemnify and hold the Space Foundation, the Broadmoor Hotel, members, officers, directors, agents, and employees of each of these entities harmless against cost, expense, liability or damage which may be incident to arise out of or be caused by Exhibitor's failure to comply with the requirements of this Act.
- 8.31. LOTTERIES AND CONTESTS:** The operation of games of chance, lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only with written approval from the Space Foundation.
- 8.32. INTERPRETATION AND ENFORCEMENT:** These regulations become a part of the Contract between the Exhibitor and the Space Foundation. All matters in question not covered by these regulations are subject to the decision of the Space Foundation, and all decisions made shall be binding on all parties affected by them as by the original regulations.
- 8.33. ADDITIONAL TERMS:** If the Symposium is canceled, rescheduled or postponed, the Space Foundation and Exhibitor each agree that Space Foundation shall keep the funds received for, and this Contract shall apply to, the next Symposium held by the Space Foundation. IN NO EVENT SHALL EITHER SPACE FOUNDATION BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, SUFFERED BY THE OTHER PARTY OR ANY THIRD PARTY. SPACE FOUNDATION SHALL NOT BE LIABLE TO EXHIBITOR OF ANY, LOST PROFITS, LOST BUSINESS OPPORTUNITIES OR OTHER ECONOMIC LOSS ARISING OUT OF, OR RELATED TO THIS CONTRACT. SPACE FOUNDATION'S MAXIMUM TOTAL AGGREGATE LIABILITY UNDER, RELATING TO, OR ARISING OUT OF THIS CONTRACT SHALL NOT EXCEED \$250.00 HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Space Foundation shall be entitled to recover all costs and expenses incurred for the collection of any late payments. This Contract shall be governed by and construed according to the internal laws of the State of Colorado, without reference to conflict of law principles. The arbitration shall be held in Colorado Springs, Colorado (as applicable, the "Arbitration Location"). By execution of this Contract, each party submits and irrevocably waives any objection to in persona jurisdiction in the Arbitration Location and the forum and convenience of the state and federal courts thereof. Any controversy, claim, or dispute arising under or related to this Contract shall be finally resolved by arbitration in accordance with the then-effective rules of the American Arbitration Association ("AAA") and limited discovery shall be permitted. Judgment upon the arbitration award may be entered in any court having the appropriate jurisdiction.