

# BoothSeal Terms and Conditions

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## RENTAL AGREEMENT

The customer ("Customer"), hereby agrees that the following constitutes a valid, binding and enforceable agreement ("Agreement") between Customer and Boothseal LLC for the rental to Customer, in accordance with the terms herein, of one or more Boothseal security devices (each, a "Boothseal"), including any and all accompanying printed materials. Further, Customer agrees that this Agreement constitutes the entirety of Customer's agreement with Boothseal LLC with respect to the rental and use of the Boothseal(s), and agrees, along with its agents and representatives, including, but not limited to, Customer contracted labor, to be bound by the terms of this Agreement.

Boothseal LLC represents, warrants and guarantees that it has the full right, power, legal capacity, ability and authority to rent and distribute Boothseals, as well as any and all accompanying printed materials. Subject to Customer's compliance with the terms herein, and for the amount invoiced on the reverse side of this page (the "Rental Fee"), Boothseal LLC rents to Customer Boothseal unit(s), for use only at the current show (the Customer agrees to return the Boothseal(s) to the Boothseal booth at the Show, no later than 12 P.M. (noon) on the Last Day (the "Return Procedure"). The Rental Fee is not refundable for any reason whatsoever.

Customer remains solely responsible for all aspects of installation and usage of the Boothseal(s). Boothseal LLC is under no obligation to, and will not undertake to, provide installation, maintenance or any other usage service of, or associated with, the Boothseal(s).

Customer recognizes that, due to the temporary nature of the Show, it is of utmost importance that Customer abides by the Return Procedure. If for any reason, Customer fails to abide by the Return Procedure, Customer (1) acknowledges that Boothseal LLC reserves the right to charge a penalty in the amount of \$2500 per Boothseal or if the Pole is not returned with the Boothseal Unit a penalty of \$75 ("Return Penalty") and (2) if the Rental Fee was paid for by credit card (the "Credit Card"), authorizes Boothseal LLC to draw the Return Penalty from the Credit Card as a means of its satisfaction. Customer acknowledges that the Return Penalty is in no way to be construed as Boothseal LLC's means of effecting a de-facto purchase of the Boothseal(s) by Customer, and, therefore, acknowledges and agrees that even after satisfaction of the Return Penalty, (1) Boothseal LLC shall continue to hold title and ownership to the Boothseal(s), and (2) immediate return of the Boothseal(s) to Boothseal LLC is required.

Customer shall not attempt to, or make it possible for other persons to, disassemble, reverse-engineer, modify or otherwise tamper with the Boothseal(s), or use the Boothseal(s) in a manner or for a use other than for which the Boothseal(s) was/were intended.

EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY NEW YORK LAW TO THE CUSTOMER, BOOTHSEAL LLC MAKES NO WARRANTIES CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION, MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. This provision shall survive the termination of this Agreement.

IN NO EVENT WILL BOOTHSEAL LLC BE LIABLE TO CUSTOMER FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF BOOTHSEAL LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN NEW YORK. This provision shall survive the termination of this Agreement.

Customer shall defend, hold harmless and indemnify Boothseal LLC from and against any claims, lawsuit, demands, liability, costs and expenses, including reasonable attorney's fees and court costs, resulting from any injury to or death of persons, or damage to or loss of Customer's goods, merchandise and/or other property, relating to or arising from Customer's performance under this Agreement and Customer's (and its agents', employees', contractors', and affiliates') use of the Boothseal(s).

Boothseal LLC reserves the right to terminate this Agreement if Customer fails to comply with the terms and conditions of this Agreement. Customer has no termination right, whatsoever, and Customer acknowledges that none of early returns of the Boothseal(s), shut down of the show or postponement of the show, shall entitle Customer to a reduction in the Rental Fee.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed wholly with the State of New York. Customer agrees to be subject to and hereby irrevocably consent to personal jurisdiction in the Supreme Court of New York State in New York County or the Federal Courts in the Southern District of New York in connection with any suit, action or proceeding with respect to any claim hereunder.