

REFUGE RUCKUS (2024)
VENDOR - TERMS AND
CONDITIONS

_____, the Company identified in the Vendor Application, including its directors, officers, employees, guests, contractors, agents, and other authorized and approved representatives, is hereinafter referred to as "Vendor," and Refuge Medical along with Kaleb House Event Management together with their affiliates and each of their respective directors, officers, employees, and authorized agents, are hereinafter collectively referred to as "Event Management."

Event Management grants Vendor the limited, non-transferable revocable License (defined in Section 3) to participate in the Refuge Ruckus 2024 (the "Ruckus") and prepare an exhibit of its products and/or services as described in its Vendor Application subject to the terms stated herein. Event Management shall have the exclusive right to establish, interpret, and enforce the terms of this License, including determining whether there have been any violations and whether its decisions are final and binding.

1. Refuge Ruckus Owner & Manager Information. The Refuge Ruckus is hosted by Refuge Medical & Grindstone Ministries, 807 W Broadway, Spiro, OK 74940.
2. Admissions. Admission to the Ruckus is open only to qualified commercial buyers and sellers doing business in the industry served by the Ruckus and who are registered with Event Management. It is a violation for any Ruckus attendee (Vendor or general attendee) to falsely certify third parties for admission to the Ruckus, including, without limitation, permitting a third party to register using the attendee's company name unless the third party is a member of attendee's personnel or has a contractual business relationship with the attendee (other than as a consumer of attendee's products and/or services for personal use) or using any other method to assist ineligible parties to gain admission to the Ruckus. All attendees must meet Ruckus eligibility requirements, and admissions to the Ruckus are subject to verification by Event Management. Show badges constitute a limited, revocable license to attend the current Refuge Ruckus 2024. Badges cannot be reproduced, transferred, or resold. Ruckus badges are the property of Event Management and may be revoked at any time for any reason. Event Management shall have sole control over admission policies and may establish new policies or revise existing ones at any time. Event Management reserves the right to take appropriate action in enforcing admissions policies, up to and including evicting Vendors and attendees from the Ruckus found in violation of admission policies.
3. License. This License includes all rules, regulations, and other provisions set forth herein and incorporates by reference the Vendor Application and all the regulations and rules set forth, including, but not limited to the rules of the Ruckus facility, together with any other terms incorporated by reference herein or therein (as any of such may be amended, supplemented or terminated from time to time by Event Management) (collectively, the "License") and Vendor agrees to be bound by such. This License is issued solely and exclusively to the named Vendor identified in the Vendor Application. Subject to Event Management approval, only the name of the Vendor identified in the Vendor Application may be placed on its booth or in the printed list of Vendors of the Ruckus. Exhibiting manufacturer's representatives and/or distributors must list their participating principals as the Vendors of record. This License is a limited, non-transferable, revocable license permitting Vendor to occupy and utilize the booth area or other space assigned to it by Event Management at the Ruckus 2024 and to exhibit permitted products/services and utilize such services as are provided by Event Management, subject to all

License terms. Event Management reserves all other rights not expressly granted to Vendor. Neither Event Management nor the Ruckus endorse, certify, or assume responsibility for Vendors or their products or services. Mere participation in the Ruckus or issuance of this License does not imply such endorsement, certification, or Event Management responsibility. This License can be revoked at any time at the sole discretion of Event Management, including, without limitation, for any Vendor violation of this License. Vendor agrees that this agreement is a license and that it does not constitute a lease or other rental agreement.

4. Acceptance of Booth Application. Event Management's receipt of an executed Vendor Application and/or payment does not constitute acceptance by Event Management. Event Management reserves the right to accept or reject a Vendor Application up until 45 business days after its receipt, regardless of whether any payment has been made. Any payments made in connection with a rejected Vendor Application will be returned.
5. Payment. In order to reserve Ruckus booth space, a non-refundable deposit in the amount identified on the Vendor Application is required upon the acceptance of the Vendor Application to Event Management. Vendor shall pay all remaining booth registration fees by Dec 1, 2024. All fees and related charges due, including additional fees, if any, for advertising insertions or payments by credit card, together with any late fees thereon, must be paid in full before Vendor shall be permitted to install its display at the Ruckus. The Vendor Application shall serve as Vendor's invoice for all amounts owed to Event Management should a separate invoice be delayed or not be issued. Failure by Vendor to pay all booth and other fees in full in a timely manner may be considered a withdrawal or cancellation by Event Management and may result in the Vendor being prohibited from participation in the Ruckus. *See cancellation fees on the vendor form for further cancellation or withdrawal details.
6. Offset. Event Management shall have the right to set off against any amount which may be due from Event Management to Vendor, pursuant to the License or otherwise, any amounts owed to Event Management by Vendor or its affiliates for any reason. In addition, Event Management shall have the right to apply and deduct any amounts received from Vendor under this License to any other amounts due to Event Management from Vendor or its affiliates.
7. Rules & Regulations. Event Management may issue and enforce such rules, regulations, and policies it deems necessary for the safe, orderly, and commercially sound operation of the Ruckus. Vendor agrees to comply with all such rules, regulations, and policies, including, without limitation, the Rules of the Ruckus Facility and all other rules, regulations, and policies governing the Ruckus and Facility, and acknowledges. Event Management will use its best reasonable efforts to notify Vendor of any changes to Ruckus rules, regulations, and policies, but Vendor acknowledges and agrees that it retains the responsibility to keep itself apprised of the current policies, rules, and regulations.
8. Default in Occupancy. The actual occupancy by Vendor of its Ruckus booth is of the essence. If Vendor does not occupy its booth, Event Management, in its sole discretion, is entitled to occupy the booth or cause it to be otherwise occupied as Event Management deems in the best interest of the Ruckus without in any way releasing Vendor from any liability hereunder. If Vendor's booth is not occupied by the time set for completion of installation of displays, Vendor shall be in breach of this License, and such space may be repossessed and used by Event Management for any purpose it may see fit costs/payments forfeited. If Vendor's exhibit fails to arrive, Vendor is nevertheless responsible for exhibit space cost.

9. **Vendor Violations.** If Vendor breaches any of the terms under this License, in addition to any other actions Event Management may take as identified elsewhere in this License, Event Management may (i) revoke this License, (ii) evict Vendor from the Ruckus and prohibit Vendor from attending and/or exhibiting at any future Ruckus run by Event Management, (iii) retain all amounts paid in connection with the Ruckus and issue no refunds, (iv) take back any or all accumulated priority points for the Ruckus or for any previous Ruckuss, (v) collect from Vendor upon demand any outstanding fees as of the date of Vendor's default (including attorney's fees, costs and interest), and (vi) pursue any other legal or equitable remedies to which Event Management is entitled.

10. **Cancellation, Withdrawal, and Downsizing.** In reliance on Vendor's acceptance of this License, Event Management shall incur expenses, allocate resources, and take other actions in connection with Vendor's anticipated attendance at the Ruckus. Accordingly, any cancellation of the License or withdrawal from the Ruckus by Vendor: (a) must be effected by written notice to Event Management via email; and (b) entitles Event Management to the full amount of all fees paid to date by Vendor plus any amounts due per Cancellation Policies on Vendor Application as reasonable liquidated damages for Event Management's costs and detrimental reliance on Vendor's original acceptance and not as a penalty. If Vendor desires to downsize the booth requirements to which it originally agreed under the License, then it: (a) must do so by written notice to Event Management via email to be effective; and (b) shall pay to Event Management an amount equal to its revised financial obligation due to the change in its booth requirements, in addition to any assessed liquidated damages. Event Management retains the right to relocate the Vendor's booth anywhere within the Ruckus facilities as Event Management may determine in its sole discretion to be in the best interest of the Ruckus. Cancellations or withdrawals may result in the forfeiture of all accumulated Ruckus priority points. Cancellation Policy: Effective following Vendor's payment of booth space, through January 1, 2024, Refuge Ruckus shall retain 25% of the booth fee (outside of non-refundable deposit) of each space canceled as liquidated damages. Beginning January 2, 2024, through March 1, 2024, Refuge Ruckus shall retain 50% of the booth fee (outside of non-refundable deposit) of each space canceled as liquidated damages. No refunds are given after March 2, 2024, for any reason whatsoever, even if the event is sold out.

11. **Eligible Exhibits.** Vendor agrees to prepare an exhibit of its qualified products and services in accordance with this License. Event Management reserves the right to determine the appropriateness and/or eligibility of any product or services displayed or promoted.

12. **Assignment, Subletting, or Sharing of Booth Space; Booth Usage.** This License is non-assignable and non-transferable by Vendor. Vendor shall not transfer, assign, sublet, share, or otherwise permit any other person or company to use, occupy or conduct business from Vendor's booth, or any part thereof, unless pre-authorized in writing by Event Management. Any attempted assignment or transfer of this License, or any interest herein, shall be null and void and shall constitute a breach, resulting in termination and cancellation of Vendor's right to participate at the Ruckus along with forfeiture of fees paid. Event Management may assign and/or delegate its duties under this License at any time to any third party or affiliate, by operation of law, or otherwise. Vendor shall not exhibit, offer, distribute or otherwise advertise products or services not produced, distributed or offered by Vendor in the normal course of its business, unless such products or services are required for the proper demonstration or

operation of Vendor's display, in which case identification of such products or services shall be limited to the regular brand, nameplate, imprint, or other identification which in standard practice normally appears on them or as which they are commonly known.

13. Business Licenses, Permits, and Authorizations. Prior to exhibiting at the Ruckus, Vendor shall obtain all necessary licenses, permits, and authorizations and shall comply with all applicable federal, state, and local laws and regulations for the business that Vendor will conduct at the Ruckus. Vendor represents and warrants to Event Management that it will take full responsibility for obtaining such licenses, permits, and authorizations and agrees to permit inspection by Event Management and appropriate government officials at any time.
14. Damage to Property. Vendor shall pay the actual cost to replace, repair, and/or restore, at Event Management's discretion, any part of the Ruckus Facility (e.g., floors, walls or columns) or booth equipment provided (ordinary wear and tear excepted), or other Vendors' property, that is damaged, destroyed or suffers other casualties by Vendor. Vendor may not apply paint, lacquer, adhesives, nails, tack, or other coating to building columns and floors or to standard booth equipment.
15. Termination of Ruckus. In the event that the Facilities in which the Ruckus is to be or is being conducted shall become, in the sole discretion of Event Management, unavailable, or in the event the holding or continuation of the Ruckus or the performance by Event Management of its obligations under the License are interfered with by virtue of any cause or causes not reasonably within the control of Event Management, this License and/or the Ruckus (or any part thereof) may be terminated by Event Management. Event Management shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Event Management. If Event Management terminates this License and/or the Ruckus (or any part thereof), then Event Management may retain such part of Vendor's Ruckus fee and/or other payments as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. In the event of such termination, Vendor expressly waives any and all recourse or claims for loss or damages against Event Management. For purposes hereof, the phrase "cause or causes not reasonably with the control of Event Management" shall include, but not be limited to: acts of God; fire; casualty; flood; epidemic; earthquake; explosion or accident; blockade; embargo; inclement weather; war (declared or not); terrorism (domestic or foreign) governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; strike, lockout, boycott or other labor disturbance; venue cancellation or operations of the venue; failure of Event Management contract negotiations; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain, or condemnation, requisition or commandeering of necessary supplies or equipment; federal, state or local laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional.
16. Interest and Collection Fees. Any Vendor failing to meet its financial obligations to Event Management when due will continue to be responsible for all outstanding payments, including interest and collection fees.
17. Indemnity; Limitation of Liability. Vendor agrees to defend, indemnify, and hold harmless Event Management, the Ruckus Facility, the owner of the Ruckus Facility, and each of their affiliates

and respective directors, officers, employees, agents, contractors, authorized representatives, successors, and assigns, from and against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind (including, without limitation, reasonable attorney's fees and costs) which may be made or instituted against them arising out of or resulting from, in whole or in part, Vendor's execution of this License, its occupancy of the space herein licensed or its presence at the Ruckus by reason of bodily or personal injuries, death, property damage or any other cause sustained by any persons or others. Vendor's defense, indemnity and hold harmless obligations shall extend to any and all claims, losses, suits, damages, judgments, expenses, costs, and charges of every kind (including, without limitation, reasonable attorney's fees and costs), including, without limitation, those associated with, in whole or in part (i) Vendor's alleged or actual intentional or negligent acts or omissions, and (ii) Vendor's actual or alleged violation of third party rights (including, but not limited to, infringement of intellectual property rights or other proprietary or business rights). Event Management shall not be responsible for, and Vendor releases Event Management from liability for, any damage, loss, harm or injury to Vendor or Vendor's display or property, whether resulting from fire, storms, acts of God, heating, ventilation or air conditioning failure, theft, pilferage, mysterious disappearance, lost, delayed or rejected shipments either coming in or going out of the Ruckus, or other causes of any kind. All persons allowed in Vendor's booth and property brought to the Ruckus by Vendor is done so at Vendor's own risk. Vendor is strongly advised to maintain its own insurance to insure against such risks.

18. Security. Event Management will provide the services of reputable security to patrol the general Ruckus during the period of installation, show, and dismantling, but Event Management has no obligation and is not agreeing to protect, secure, or monitor any specific Vendor booth space or property found therein. Vendor agrees that the provision of such services constitutes adequate discharge of all obligations of Event Management to supervise and protect Vendor's property within the Ruckus. Vendors may contract additional guards at their own expense and risk to protect persons and property only with prior approval by Event Management. Contracted guards must be locally licensed, shall be restricted to designated areas, and no weapons of any type are permitted without Event Management's prior written authorization.
19. Insurance. Vendor understands and agrees that Event Management, the Ruckus, the Ruckus Facility owner, or the jurisdiction in which the Ruckus occurs do not and will not maintain insurance covering Vendor, and it is the sole responsibility of Vendor to obtain at its cost sufficient insurance coverage for its Ruckus activities, including coverage for its property and its employees, guests, agents, contractors and others authorized. Vendor is strongly advised to verify that its insurance includes extraterritorial coverage and that it has its own theft, public liability, and property damage insurance. The following is the minimum suggested insurance coverage Vendor should obtain and have in effect for the Ruckus: (i) Commercial General Liability insurance against claims for bodily injury (including death), personal injury, and property damage, as well as contractual, advertising and products/completed operations liability occurring in or upon or resulting from the Ruckus, with combined single limits of liability of at least \$2,000,000 per occurrence, with Refuge Medical, Fort Smith Convention Center, and Kaleb House Event Management and each of their parent, subsidiaries and affiliates and each of their officers, directors, agents, and employees added as additional insured on a primary non-contributory basis; and (ii) Workers Compensation and Employers Liability insurance as required by the law of the state in which the Ruckus is held. Insurers writing such policies should be licensed in the state where the Ruckus takes place. The recommended insurance coverage

and limits stated herein are minimum requirements and in no way limit the liability of the Vendor in the event of a claim.

20. Vendors that obtain approval from Event Management to dispense food and beverage samples or other perishable products, including alcohol, must have appropriate food and beverage/liquor liability insurance covering such activities. Vendors with approval from Event Management to exhibit automobiles or other motorized vehicles must have appropriate insurance covering theft, damage or loss to such property or claims of such property related to the Ruckus. All parties listed in the above paragraph must be named additional insured under all such insurance policies.
20. Resolution of Disputes. In the event that any dispute or disagreement arises during the Ruckus between Vendor and an official Ruckus contractor, between two or more Vendors, or between Vendor and other third party, all interpretations of the rules governing the Ruckus, actions, or decisions concerning the dispute or disagreement that may be made by Event Management intended to resolve the dispute or disagreement shall be binding on Vendor.
21. Applicable Law; Forum Selection Clause. This License is deemed to be entered into in the State of Oklahoma and governed by the laws of the State of Oklahoma without regard to any conflicts or choice of law principles thereof. Vendor consents to the exclusive jurisdiction of the courts of the State of Oklahoma for the resolution of any and all disputes and claims arising out of this License. Event Management, however, shall not be obligated to enforce its rights in the State of Oklahoma and, instead, may enforce its rights in any other proper jurisdiction. Vendor waives any claims as to lack of personal or subject matter jurisdiction and agrees that it is subject to the jurisdiction of the State of Oklahoma or any other jurisdiction chosen by Event Management to enforce its rights hereunder.
22. Attorneys' Fees and Costs. If any action or proceeding is brought to enforce or interpret this License, in such case as Event Management is the prevailing party, Event Management shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees (including all related costs and expenses) incurred by such Event Management in connection with such action or proceeding and in connection with obtaining and enforcing any judgment.
23. Changes to Venue and Booth Space. Event Management shall, at its sole discretion, be entitled to the venue for the Ruckus upon written notice to the Vendor. Event Management shall not be liable for any costs, damages, fees or expenses of Vendor as a result of such changes in the Ruckus schedule or location. Additionally, Event Management reserves the right to relocate Vendor to any space within the Ruckus facility at any time. Event Management shall be entitled to retain any portion of Vendor's Ruckus fee paid to date, and said amount shall be applied to the Ruckus as though no change of venue had occurred. Any remaining payments from Vendor shall be due in accordance with the agreed upon Page 1 Payment Schedule terms for the Ruckus. In the event that Vendor should cancel participation due to a change in date, venue, or space assignment by Event Management, Vendor would be subject to liquidated damages as set forth herein.
24. Interpretation; Amendment to Rules. Event Management shall have the exclusive right in establishing, interpreting, and enforcing this License, including determining whether there has been a violation of this License, and whether its decisions are final and binding. Any matters not specifically covered by this License shall be subject solely to the decision of Event Management.

Event Management reserves the right to adopt further rules and regulations, amend existing rules and regulations, or terminate such rules and regulations as may be deemed necessary by it for the general success of the Ruckus. Any such revisions or amendments, when made and brought to the attention of Vendor shall be and become part hereof as though originally incorporated herein, and Vendor shall be subject to the provisions of the License as so amended or supplemented.

25. Ruckus Mailing List; Privacy. Mailing lists containing Vendor's company contact information may be used by Event Management for its own communications. By providing Event Management with the information on the Vendor Application, Vendor consents to Event Management's use of Vendor's company contact information and any compilation and dissemination of such information by Event Management for purposes of contacting the company with Ruckus information.
26. Americans with Disabilities Act. It is the responsibility of Vendor to make its booth space fully accessible to those with physical or other impairments and to comply with all applicable federal, state, and local laws and regulations, including the Americans with Disabilities Act ("ADA").

I have read and agreed to the Terms and Conditions provided above:

Authorized Representative for Vendor

Date

_____ Vendor Fee