

Glenbrook Square Expos

General Expo Participation License

This License Agreement (License) provides the terms and conditions between KPC Media Group, Inc., the Licensor, and you, the Licensee, for participation in the specified Glenbrook Square Expo(s). It also contains certain rights and conditions pertaining to the Expo location owner, General Growth Properties, Inc. d/b/a Glenbrook Square, and certain limitations of liability. Nothing contained in this License shall be considered as constituting a partnership between you and Licensor or between you and General Growth Properties, Inc. d/b/a Glenbrook Square. You agree that this Agreement governs participation in the Glenbrook Square Expo booth(s) or stage event(s) for which your registration has been submitted, or other Expo activities as specifically agreed in writing with us, subject to the terms and conditions stated in this Agreement. You also agree that your license conveys no lease or property interest of any kind in any part of Glenbrook Square Mall. You agree that your registration is not final until notification of acceptance of your registration, and receipt by us, if applicable, of the required insurance certificates as set forth below. You further agree that your participation in the Expo is subject at all times to the terms and conditions contained in this Agreement.

Shopping Center Information

Glenbrook Square
4201 Coldwater Blvd Phone: 260.483.2119 X 408
Fort Wayne, IN 46805 Fax: 260.483.7756

Licensor Name and Notice Address

KPC Media Group Inc.
Atten: Violette Wysong
P.O. Box 39 Phone: 260.347.0400 X161
Kendallville, IN 46755 Fax: 260.347.7281

Terms & Conditions:

1. **Space.** Each Booth space includes 2 days of the show/expo (Friday and Saturday), a 10' x 10' space, 1 6-foot table with black skirting and 2 chairs. Any additional display pieces will be the vendor's responsibility to bring. It must **ALL** fit within the designated 10 x 10 space and cannot exceed 8 feet tall (Assigned Location). The Holiday Kick-off Table Top Option, suitable for small craft sales, marketing & table-top displays, includes a attractive skirted table & 2 chairs with no additional set-up space.
2. **Stage.** On-stage set-up time for stage use must be requested in advance, and cannot exceed 15 minutes. You should be present with all equipment and materials in the stage area not less than 15 minutes prior to your scheduled stage or set-up time.
3. **Good Taste Required.** The display of all signs, pictures, the distribution of all advertising matter and literature of any character, the installation of all decorations and the alteration of the appearance of the Assigned Location shall be, at all times, subject to the supervision and ultimate control of the Glenbrook Square Mall Management. All Booth and Stage presentations, written materials, displays, giveaways, and related material of any kind, must be in good taste and suitable for exposure to children who may be in the mall area. Glenbrook Square Management may require removal of any material of any kind determined in the sole discretion of Mall Management to be inappropriate or in poor taste. Similarly, all Expo participants must be dressed appropriately and must conduct themselves in a manner appropriate for the Glenbrook Square customers, including children who may be present at the mall. Glenbrook Square Management may, at its sole discretion, require

event participants to leave the mall if their appearance or conduct is inconsistent with the Glenbrook Square family atmosphere.

4. No sub-letting of booth or stage space is permitted without prior written approval.

5. Limits on Activities. All selling must be conducted from inside the Assigned Location. Sales people or other employees must not block aisles or solicit from any other place than the Assigned Location or stage space. Use of loudspeakers or other amplified equipment is subject to the control of the Glenbrook Square Mall Management. Detailed "Operating Rules" are noted below.

6. Booth Placement. The Glenbrook Square Mall Management will place all Booths in a manner consistent with Mall safety and other requirements, and in a manner designed to maximize traffic. In the event of a mistake in Booth location the Mall Management reserves the right to make changes as it deems necessary. However, all Booth space will be located in high-traffic areas.

7. Hours. Exhibits must remain intact until the close of the Expo, at 10 p.m. Saturday evening, unless the Glenbrook Square Mall Management has granted specific permission to dismantle sooner.

8. Limitation of Liability, Insurance Requirements and Warranty. Neither we, KPC Media Group Inc., nor Glenbrook Square assumes liability of any kind for loss property or claim for personal injury. You represent, warrant and agree that you have obtained adequate property, liability and workers compensation insurance coverage for any and all damage, claims, injury or liability of any kind related to or resulting from your participation at the Expo. You further agree to release and discharge both KPC Media Group Inc. and General Growth Properties, Inc. d/b/a Glenbrook Square from liability of any character, and you agree to indemnify said parties from any and all liability by reason of injury to property and/or persons, including death, which may occur within or upon the premises in any manner connected with your use of the Assigned Location or stage space. **See also Operating Rules Section, Paragraphs 12 & 13 below.**

9. Other permits or licenses. If there are any licenses, authorizations or permits required by any governmental agency or authority for the activity permitted under this License, you shall be responsible for obtaining them. You shall not conduct any unlawful activities in or upon any part of the Shopping Center or any part thereof. The consumption or sale of alcoholic beverages in, at or from the Assigned Location shall not be permitted. The sale or marketing of any unlawful goods or services is also prohibited, including the sale or marketing of counterfeit goods or goods or services that otherwise infringe or confuse another party's trademarks, trade dress or other intellectual property rights.

10. Operating Rules of Glenbrook Square Mall Management. You agree to observe the following Operating Rules of Glenbrook Square Mall Management, and any further rules of which Mall Management may inform you.

11. Cancellation, Refunds: Notice of cancellation must be received in writing not less than 90 days prior to the Expo date. No refund will be given for notice less than 90 days prior. If attendance is prevented due to weather, accident, fire, or similar force majeure, credit will be given for booth at future Glenbrook Expo.

OPERATING RULES

Licensee shall conduct the Business in a careful, safe and proper manner and shall keep the Assigned Location and the area around the Assigned Location in a clean and safe condition in accordance with this License, local ordinances and the directions of the Manager of the Shopping Center and public safety officers. All signs, placards, banners, pennants and other advertising matter shall be prepared in a professional manner. Licensee shall display a sign

depicting its approved Trade Name. Licensee shall not display merchandise on or outside the boundaries of the Assigned Location. Neither Licensor nor managing agent shall be responsible for loss of, damage to, and/or theft of Licensee's property. If the Licensee shall fail to operate its business during the required hours then Licensor reserves the right to remove Licensee and Licensee's property from the Assigned Location and store said property. Licensor shall not be responsible for loss or damage to, and/or theft of Licensee's property during or subsequent to such removal from the Assigned Location. The outside areas around and immediately adjoining the Assigned Location shall be kept clear at all times by Licensee, and Licensee shall not place or permit any obstructions, garbage, refuse, merchandise or displays in such areas. All loading and unloading of goods shall be done only at such times, in the areas and through the entrances designated for that purpose by Glenbrook Square Mall Management. All garbage and refuse shall be kept in the container specified, and shall be placed and prepared for collection in the manner and at the times and places specified by Glenbrook Square Mall Management. No loud speakers, televisions, phonographs, radios, flashing lights or other devices shall be used in a manner disruptive to customers or other Expo participants, and Glenbrook Square Mall Management make require you to discontinue use of any such device at any time. Licensee shall not carry on any trade or occupation or operate any instrument or equipment which emits any odor or causes any disruptive noise, as determined at the sole discretion of Glenbrook Square Mall Management, to mall tenants, invitees of the Shopping Center or other Licensees. Except within its Assigned Location, Licensee shall not distribute any handbills or other advertising matter in the Shopping Center or on automobiles parked in the parking areas of the Shopping Center. Licensee and Licensee's employees shall not park their cars in those portions of the parking area designated for customer parking. If Licensee or Licensee's employees' park in portions of the parking area designated for customer parking, Glenbrook Square Mall Management may, in addition to its other remedies, have the car removed at Licensee's expense. Licensee and Licensee's employees and agents shall maintain a neat and appropriate appearance and dress. Licensee shall not cause any hazardous material to be brought upon, stored, kept, used or discharged on or about any part of the Shopping Center.

Licensee and all participants shall remove all Licensee/participant property from the Mall premises promptly upon the close of the Expo. Neither KPC Media Group Inc. nor General Growth Properties, Inc. d/b/a Glenbrook Square shall be responsible for any Licensee/participant property remaining on the premises as of the next business day following the Expo, and, upon opening for business, General Growth Properties, Inc. d/b/a Glenbrook Square shall have the right, in its sole and absolute discretion, to either remove and store the Licensee/participant property, or to dispose of the participant property, all at the Licensee/participant's sole cost and expense, and the Licensee/participant shall have no claim against KPC Media Group Inc. nor General Growth Properties, Inc. d/b/a Glenbrook Square for such removal, storage and/or disposal.

11. **Delay or Business Stoppage.** Neither KPC Media Group Inc. nor General Growth Properties, Inc. d/b/a Glenbrook Square will be liable to you for damages or otherwise for any delay or cessation in the start of the Business. The Assigned Location may be relocated at any time by Glenbrook Square Mall Management, and this License may be revoked with or without cause, by us, with no liability in either case to you. Licensee acknowledges that no exclusive rights or use have been granted or given to it by us or our agent or employee.

12. **Hold Harmless Agreement:** You agree, as Licensee and as an Expo Participant, that in connection with all aspects of your presence and participation in the Expo(s) to be conducted at Glenbrook Square, and the presence and participation of your employees, contractors, volunteers, and agents (Licensee/Participant Parties), and with respect to all property used by you in connection with the Expo(s), that during the term of the Expo(s) in which you participate, you will indemnify, protect, defend and hold harmless both KPC Media Group Inc. and General Growth Properties, Inc. d/b/a Glenbrook Square, their parent companies, subsidiaries and affiliates and their respective employees, officers, members, partners and directors (Indemnified Parties) from and against any and all claims,

damages, actions, liabilities, expenses, demands, and judgments for loss, damage or injury to property or persons including, without limitation, reasonable attorneys' fees and court costs arising from or in connection with the acts of omissions of you and Licensee/Participant Parties in connection with the Expo and/or your presence or the presence of Licensee/Participant Parties at Glenbrook Square. You further waive any claim against any and all of the Indemnified Parties for any damage to your or Licensee/Participant Parties' property while at Glenbrook Square.

13. Limitation of Liability:

We, as Licensor, shall not be responsible or liable for, and you, as Licensee, hereby expressly waive, any and all claims against either KPC Media Group Inc. or General Growth Properties, Inc. d/b/a Glenbrook Square, for injury to persons or damage to your property, regardless of the cause, except damage caused by breach of this Agreement or the gross negligence of KPC Media Group Inc. or General Growth Properties, Inc. d/b/a Glenbrook Square. Your property located anywhere in Glenbrook Square shall be there at your sole risk. Neither KPC Media Group Inc. or General Growth Properties, Inc. d/b/a Glenbrook Square, our agents, independent contractors and employees shall not be liable for, and you waive all claims for, loss or damage to your Business or damage to persons or property sustained by you and Licensee/Participant Parties or any person claiming by, through or under you resulting from any accident or occurrence anywhere in, on or about the Glenbrook Square, including, without limitation, claims for loss, theft or damage resulting from: (i) equipment or appurtenances becoming out of repair; (ii) injury done or occasioned by wind or weather; (iii) any defect in or failure to operate, for whatever reason, any sprinkler, heating or air-conditioning equipment, electric wiring or the installation thereof, gas, water or steam pipes, stairs, porches, railings or walks; (iv) broken glass; (v) the backing up of any sewer pipe or downspout; (vi) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or other pipe; (vii) the escape of steam or water; (viii) water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, doorways, windows, walks or any other place upon or near the Shopping Center; (ix) the falling of any fixture, plaster, tile, stucco or other material; (x) any act, omission or negligence of other licensees or any other persons or occupants of the Glenbrook Square or of adjoining or contiguous buildings, or owners of adjacent or contiguous property or the public, or the construction of any private, public or quasi-public work; or (xi) any other cause of any nature. To the maximum extent permitted by law, Licensee agrees to operate its Expo event within the Shopping Center and use any area, part or portion of the Shopping Center to the extent permitted by this License, at Licensee's own risk.

LIMITATION OF DAMAGES

You agree expressly understand and agree that KPC Media Group Inc. or General Growth Properties, Inc. d/b/a Glenbrook Square shall not be liable for any indirect, incidental, special, punitive, consequential or exemplary damages arising out of or in any way related to this Agreement, including, without limitation, damages for loss of profits, goodwill, loss of data, loss of air time, or other intangible losses (even if we have been advised of the possibility of such damages). The Aggregate liability of KPC Media Group Inc. or General Growth Properties, Inc. d/b/a Glenbrook Square for any reason and upon any cause of action (including without limitation, negligence, strict liability and other actions in contract or tort) arising out of or in any way related to this Agreement shall be limited to direct damages actually incurred up to, but not to exceed, the amount actually paid by you under this Agreement.

Licensor, KPC Media Group Inc., agrees to indemnify, hold harmless and defend you from and for all claims which arise or are alleged to arise from our breach of this Agreement; provided that damages are limited to the registration fee actually paid by you.

This section shall survive the expiration or earlier termination of this Agreement and shall not be construed to provide for any indemnification which would, as a result thereof, make the provisions of this section void, or to eliminate or reduce any other indemnification or right which you or we have by law.

14. Miscellaneous.

A. This License contains all the covenants, promises, agreements, conditions and understandings between Licensor and Licensee. There are no other agreements, either oral or written, between them other than those set forth in this License.

B. If either Licensor or Licensee shall institute any action or proceeding against the other relating to the provisions of this License, then the unsuccessful party in the action or proceeding shall reimburse the successful party for all reasonable expenses and attorneys' fees and disbursements incurred by the successful party.

C. This License shall be governed by, construed, and enforced in accordance with the laws of the state of Indiana.

I UNDERSTAND THAT UPON ACCEPTANCE OF THE SUBMITTED REGISTRATION THIS **General Expo Participation License** INCLUDING THE TERMS AND CONDITIONS STATED ABOVE BECOME THE COMPLETE AND BINDING CONTRACT AGREEMENT BETWEEN MYSELF OR THE ORGANIZATION/ ENTITY REGISTERED AND LICENSOR, AND I REPRESENT AND WARRANT THAT I AM AUTHORIZED TO REPRESENT, CONTRACT FOR AND BIND SAID REGISTERING ORGANIZATION OR ENTITY.