

January 30-February 1, 2017

The logo features a green silhouette of the state of Oklahoma on the left. Inside the silhouette, the word "ORCA" is written in white, bold, sans-serif capital letters. To the right of the silhouette, the word "ROOFING" is written in dark blue, bold, sans-serif capital letters. Below "ROOFING", the word "EXPO" is written in a much larger, dark blue, bold, sans-serif font. The bottom edge of the green silhouette has a white, jagged, torn-paper effect.

**ORCA ROOFING
EXPO**

SPONSOR & EXHIBITOR PROSPECTUS



WHO WE ARE

The ORCA Roofing Expo is the premiere event for the Oklahoma roofing industry, which is home to more than 2,200 registered roofing contractors and is the 3rd largest re-roof market in the nation. The ORCA Roofing Expo provides you with business opportunities, timely and relevant continuing education, and special networking events.

In addition, the ORCA Roofing Expo serves as a statewide forum for the industry's best manufacturers and suppliers as well as national and state experts to exchange ideas and recommend new policies to improve the roofing industry.

ORCA Roofing Expo highlights include:

- A two-day Trade Show connecting you to valuable resources, services, and products
- General sessions with presentations guaranteed to energize and enlighten our audience
- Breakout sessions featuring experts on the latest products and services in the Roofing industry
- Continuing education credits

REACH THE DECISION MAKERS

This is the ultimate marketing opportunity for any company or organization seeking to be in front of leaders and decision makers who work in the roofing industry. Sponsoring offers prime-time exposure of your product and/or services during the event that combines exceptional educational programs and networking opportunities. These individuals come to:

- Shorten the buying process by working with you face-to-face
- See products and services demonstrated firsthand
- Compare your products and services with other suppliers



To become a sponsor for ORCA Roofing Expo, call 405-974-3030 or email ce@uco.edu.

SPONSORSHIP PACKAGES

Exhibiting, advertising, and sponsorship packages are available to help you make the right number of impressions in this lucrative market. As an exhibitor or sponsor, this is your opportunity to show your commitment within a very influential marketplace, while enhancing your visibility and achieving your public relations and marketing or advertising goals. Attendees are encouraged to meet with each vendor in the exhibit area and have set times to interact with sponsors and exhibitors.

SPONSORSHIPS

ORCA Roofing Expo Sponsor – Exclusive! **SOLD!**
1 @ \$10,000

Move your company's name and logo to the highest position of exposure throughout the ORCA Roofing Expo. This is the title sponsor for the event and provides for maximum promotion at each opportunity.

- Prominent ORCA Roofing Expo Sponsor signage throughout event
- Minimum 10' Exhibit Booth in prominent location (location will be selected by Expo planning team) to be staffed by ORCA Roofing Expo Sponsor for promotion of organization and collecting attendees' completed Trade Show cards
- Prominent logo on Trade Show card, sponsoring chance to win premium gift
- Representative from sponsoring company may offer welcome remarks to attendees at Ribbon Cutting to open Trade Show and speak briefly about company (optional; 2 minutes maximum)
- Recognition during Opening Session
- Full page color ad in program
- Listing in program
- Listing on sponsor signage near registration
- Company name, logo, and web link in prominent location on website
- 9 Expo sponsor registrations
- 2 Welcome Reception tickets



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Happy Hour Sponsor – Option to be Exclusive!
All for \$10,000 OR \$5,000 each

Held onsite at the ORCA Roofing Expo, this event will be the one everyone stays to attend. Beverages, food, and great networking...get the evening started after a full day of the event. *Be the exclusive sponsor for one of the feature events of the ORCA Roofing Expo – take all 3 sponsorship options for this event for a single price of only \$10,000 or the sponsorship options can be split into 3 separate sponsorships of \$5,000 each.*

HAPPY HOUR HOST SPONSOR:

- Naming rights for the Happy Hour event
- Representative from sponsoring company may offer welcome remarks to happy hour attendees and speak briefly about company (optional; 2 minutes maximum)
- Special signage placed throughout Happy Hour event calling attention to host sponsor
- Listing in program
- Listing on sponsor signage near registration
- Company name, logo, and web link on website
- 3 Expo sponsor registrations
- 2 Welcome Reception tickets

HAPPY HOUR SPIRIT SPONSOR:

- Name printed on drink tickets provided to each attendee for Happy Hour event
- Representative from sponsoring company may offer welcome remarks to happy hour attendees and speak briefly about company (optional; 2 minutes maximum)
- Listing in program
- Listing on sponsor signage near registration
- Company name, logo, and web link on website
- 3 Expo sponsor registrations
- 2 Welcome Reception tickets

HAPPY HOUR FOOD SPONSOR:

- Special signage placed at food tables for Happy Hour event
- Representative from sponsoring company may offer welcome remarks to happy hour attendees and speak briefly about company (optional; 2 minutes maximum)
- Listing in program
- Listing on sponsor signage near registration
- Company name, logo, and web link on website
- 3 Expo sponsor registrations
- 2 Welcome Reception tickets

SPONSORSHIPS CONTINUED...

Legislative Lunch Sponsor – Exclusive!
1 @ \$5,000

SOLD!

Sponsor the Legislative Lunch – featuring a keynote speaker – which updates attendees on statewide industry issues and annual review of ORCA.

- Static large full-color logo during lunch
- Representative from sponsoring company may offer welcome remarks to lunch attendees prior to keynote presentation and speak briefly about company (optional; 2 minutes maximum)
- Listing in program
- Listing on sponsor signage near registration
- Company name, logo, and web link on website
- 3 Expo sponsor registrations
- 2 Welcome Reception tickets

Wi-Fi Sponsor – Exclusive!
1 @ \$5,000

Want your company name to be entered each time an attendee accesses Wi-Fi? If you want to be responsible for grateful attendees being able to stay connected, this is your sponsorship.

- Signage with company logo near session entrances
- Company name to be entered as Wi-Fi access password
- Listing in program
- Listing on sponsor signage near registration
- Company name, logo, and web link on Expo website
- 3 Expo sponsor registrations
- 2 Welcome Reception tickets

Trade Show Lunch Sponsor – Exclusive!
1 @ \$5,000

Sponsor the special lunch for all attendees in Trade Show – entertainment and prizes throughout lunch.

- Representative from sponsoring company may offer welcome remarks to lunch attendees and speak briefly about company (optional; 5 minutes maximum)
- Listing in program
- Listing on sponsor signage near registration
- Company name, logo, and web link on website
- 3 Expo sponsor registrations
- 2 Welcome Reception tickets

Snack and Closing Session Sponsor – Exclusive!
1 @ \$4,000

Everyone will appreciate you providing them with a snack in the mid-afternoon as they head in to listen to the Closing session. Have your company name be the last one on their minds before the end of the ORCA Roofing Expo.

- Static large full-color logo during snack break
- Representative from sponsoring company may offer welcome remarks to the attendees prior to the Closing session speaker and speak briefly about the company (optional; 2 minutes maximum)
- Listing in the program
- Listing on sponsor signage near registration
- Company name, logo, and web link on Expo website
- 3 Expo sponsor registrations
- 2 Welcome Reception tickets

Bag Sponsor – Exclusive!
1 @ \$5,000

SOLD!

Every attendee receives an Expo bag at registration to stuff full of goodies with your company logo prominently displayed on it.

- Company logo printed on the Expo bag distributed to all attendees (bag will be selected by Expo planning team)
- Company brochure or printed material of choice inside of bag for each attendee (optional; insert must be approved by Expo planning team)
- Recognition during Opening Session
- Listing in program
- Listing on sponsor signage near registration
- Company name, logo, and web link on Expo website
- 3 Expo sponsor registrations
- 2 Welcome Reception tickets

Lanyard Sponsor – Exclusive!
1 @ \$4,000

SOLD!

Have your company logo or typeset name around the neck of every attendee at the Expo.

- Company logo or typeset name printed on Expo name badge lanyard distributed to all attendees (lanyard will be selected by Expo planning team)
- Recognition during Opening Session
- Listing in program
- Listing on sponsor signage near registration
- Company name, logo, and web link on Expo website
- 3 Expo sponsor registrations
- 2 Welcome Reception tickets

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SPONSORSHIPS CONTINUED...

Hanging Aisle Signs – Exclusive! 1 @ \$3,500

Sponsor the two-day Exhibit Hall Trade Show to get your company name and logo added exposure with fourteen hanging aisle signs with your company logo prominently displayed.

- Company logo prominently displayed on each of the Exhibit Hall Trade Show signs
- Listing in program
- Listing on sponsor signage near registration
- Company name, logo, and web link on website
- 2 Expo sponsor registrations
- 2 Welcome Reception tickets

Breakfast Sponsor 2 @ \$3,000

Sponsor starting the day with a delicious continental breakfast to fuel everyone for the full agenda of the ORCA Roofing Expo.

- Static large logo during breakfast
- Special signage throughout breakfast
- Listing in program
- Listing on sponsor signage near registration
- Company name, logo, and web link on website
- 2 Expo sponsor registrations
- 2 Welcome Reception tickets

Welcome Reception Sponsor – Option to be Exclusive! All for \$4,000 OR \$2,500 Each



TOPGOLF

Held at TopGolf, this event kicks off the start of the ORCA Roofing Expo. Beverages, food, and great times...this will be "the place to be" to get the event started.

Be the exclusive sponsor for one of the feature events of the ORCA Roofing Expo – take all 3 sponsorship options for event for a single price of only \$4,000 or the sponsorship options can be split up into 3 separate sponsorships of \$2,500 each.

This sponsorship is only open for selection by ORCA members (contact ORCA for membership details to purchase this incredible offer).

WELCOME RECEPTION HOST SPONSOR:

- Naming rights for Welcome Reception
- Representative from sponsoring company may offer welcome remarks to welcome event attendees and speak briefly about company (optional; 2 minutes maximum)
- Special signage placed throughout the welcome event calling attention the host sponsor
- Listing in program
- Listing on sponsor signage near registration
- Company name, logo, and web link on website
- 1 Expo sponsor registration
- 1 Welcome Reception ticket

WELCOME RECEPTION SPIRIT SPONSOR: **SOLD!**

- Name printed on the drink tickets provided to each attendee for Welcome Reception
- Representative from sponsoring company may offer welcome remarks to the welcome event attendees and speak briefly about company (optional; 2 minutes maximum)
- Listing in program
- Listing on sponsor signage near registration
- Company name, logo, and web link on website
- 1 Expo sponsor registration
- 1 Welcome Reception ticket

WELCOME RECEPTION FOOD SPONSOR:

- Special signage placed at food tables for Welcome Reception
- Representative from sponsoring company may offer welcome remarks to happy hour attendees and speak briefly about company (optional; 2 minutes maximum)
- Listing in program
- Listing on sponsor signage near registration
- Company name, logo, and web link on website
- 1 Expo sponsor registration
- 1 Welcome Reception ticket



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SPONSORSHIPS CONTINUED...

Charging Station Sponsor – Exclusive! 1 @ \$2,500

Let all attendees at the ORCA Roofing Expo get recharged from your company by sponsoring the charging station in the Exhibit Hall.

- Static large logo at Charging Station
- Listing in program
- Listing on sponsor signage near registration
- Company name, logo, and web link on website
- 1 Expo sponsor registration
- 1 Welcome Reception ticket

Program Sponsor – Exclusive! 1 @ \$2,500

SOLD!

For two days, attendees will have the ORCA Roofing Expo program in their hands while on the Trade Show floor, in their hotel room, or in an Expo session. The program is THE ONLY OFFICIAL GUIDE to the Expo.

- Half-page advertisement in program
- Listing in program
- Listing on sponsor signage near registration
- Company name, logo, and web link on website
- 1 Expo sponsor registration
- 1 Welcome Reception ticket

Badge Sponsor – Exclusive! 1 @ \$2,500

Want to see your company's logo or typeset name on every ORCA Roofing Expo attendee's badge? This exclusive sponsorship opportunity lets you decide which you will have prominently printed.

- Company logo or typeset name printed on Expo name badge required worn by all attendees
- Listing in program
- Listing on sponsor signage near registration
- Company name, logo, and web link on website
- 1 Expo sponsor registration
- 1 Welcome Reception ticket

Green Sponsor – Exclusive! 1 @ \$1,500

SOLD!

For two days, attendees will have water stations and canned soda available for consumption and will be encouraged to recycle items at strategically located recycling stations sponsored by your company.

- Signage with company logo located near all recycling stations throughout the Expo
- Listing in program
- Listing on sponsor signage near registration
- Company name, logo, and web link on website

Session Room Sponsor 3 @ \$2,500

Sponsor one of three rooms to be used continuously throughout the ORCA Roofing Expo for up to 7 education sessions.

- Company logo prominently displayed at entry to Session Room
- Company brochure or printed material of choice placed at each attendee's seat (optional; material must be approved by Expo planning team)
- Listing in program
- Listing on sponsor signage near registration
- Company name, logo, and web link on website
- 1 Expo sponsor registration
- 1 Welcome Reception ticket

Exhibitor Demonstrations – Limited Number! 6 @ \$1,000

Present your latest products, equipment and installation techniques in a showcase environment ON THE TRADE SHOW FLOOR. Only six (6) exhibitor demonstration showcases are scheduled during show hours for attendees, giving your company maximum recognition on the stage.

This sponsorship is only open for selection by ORCA members who have purchased a minimum 10' x 20' exhibit booth (contact ORCA for membership details to purchase this incredible offer).

- Listing in program
- Listing on sponsor signage near registration
- Company name, logo, and web link on website

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orcaroofingexpo.com

ADVERTISING

The ORCA Roofing Expo program will provide valuable information including a floor plan, exhibitor listings, and the schedule of all events. It is used by attendees on the Trade Show floor and also serves as a year-round guide which increases your exposure. Advertising in the program reminds buyers about your technology, products, and services. Don't miss out on this great opportunity for high quality, targeted advertising!

All ads will be printed in color.

Outside Back Cover (Full-Page)

8.5" wide x 10.875" tall

\$2,000

Inside Spread Centerfold

17" wide x 10.875" tall

\$2,200

Inside Front Cover (Full-Page)

8.5" wide x 10.875" tall

\$1,500

Inside Back Cover (Full-Page)

8.5" wide x 10.875" tall

\$1,500

Full-Page Ad

8.5" wide x 10.875" tall

\$900

Half-Page Horizontal Ad

8.5" wide x 5.5" tall

\$650

Quarter-Page Vertical Ad

4.25" wide x 5.5" tall

\$350

Note to advertisers: *Deadline for insertion orders, camera-ready artwork and full payment is December 1, 2016. Every effort will be made to accommodate requests for positioning. Please observe the ad sizes outlined above. Expo staff will provide detailed information on artwork submission requirements once registration is received and paid.*

To reserve your ad space, call 405-974-3030 or email ce@uco.edu.
orcaroofingexpo.com

TRADE SHOW BOOTH

ORCA Roofing Expo invites your company to be a part of the Trade Show, which will provide you with an opportunity to meet your clients and potential clients face-to-face, providing you with maximum exposure!

BENEFITS

- Access to a large targeted audience of the roofing industry's best manufacturers and suppliers as well as national and state experts.
- Meet face-to-face with potential customers and partners
- Demonstrate your products and services

The Trade Show will be held in the Cox Convention Center Exhibit Hall near the education sessions, giving you key placement for attendees during registration, lunch, and scheduled break times.

DATES & HOURS

(schedule and specifics are subject to change)

MONDAY, JANUARY 30	TUESDAY, JANUARY 31	WEDNESDAY, FEBRUARY 1
12:00 PM – 4:30 PM <i>Exhibitor Booth Installation</i>	7:00 AM <i>ORCA Roofing Expo Begins</i>	8:00 AM – 9:00 AM <i>Breakfast with Trade Show</i>
5:00 PM – 7:00 PM <i>Welcome Reception for Members & Sponsors Only</i>	10:45 AM – 12:15 PM <i>Ribbon Cutting to Open Trade Show</i>	10:00 AM – 12:00 PM <i>Trade Show</i>
	1:30 PM – 4:00 PM <i>Trade Show</i>	12:00 PM – 1:30 PM <i>Lunch with Trade Show</i>
	4:00 PM – 5:30 PM <i>Happy Hour Event with Trade Show</i>	1:30 PM – 2:30 PM <i>Trade Show</i>
		2:30 PM – 5:00 PM <i>Exhibitors Dismantle</i>

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BOOTH FEES

	10'X10'	10'X20'	20'X20' or 10'X40'	20'X30' or 10'X60'	20'X40'
ORCA Member Rates					
Early Bird (Ends 11/18/16)	\$1,000	\$2,400	\$3,000	\$4,500	\$5,800
Regular (Ends 1/13/17)	\$1,100	\$2,640	\$3,300	\$4,950	\$6,380
Non-Member Rates					
Early Bird (Ends 11/18/16)	\$1,500	\$3,600	\$4,500	\$6,750	\$8,700
Regular (Ends 1/13/17)	\$1,650	\$3,960	\$4,950	\$7,425	\$9,570
What's Included					
Trade Show Only Registrations* (does not include meals)	2	4	4	6	8
6' table(s) with spandex linen (includes two chairs per table)	1	2	4	6	8

*Additional Trade Show Only registrations are available for purchase.

All booths include a waste basket, draped 3' side walls, signage, inclusion on the ORCA Roofing Expo website, and listing in the program; provided deadlines are met and payment has been received.

Booth space is limited and will sell out quickly. **Booths will be selected and confirmed in the order registrations are received.** Every effort will be made to assign booth location with the exhibitor's preference, but no guarantee can be made.



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orcaroofingexpo.com

EXHIBITOR RULES & REGULATIONS

1. Defined Terms

The term "Event" means ORCA Roofing Expo 2017, currently scheduled to be held on January 31 – February 1, 2017 (the "Event Dates") at the Cox Convention Center, Oklahoma City, Oklahoma USA (the "Exhibit Facility"). The Event is produced and managed by the Oklahoma Roofing Contractors Association. As used hereinafter, the term "ORCA" means, collectively, Oklahoma Roofing Contractors Association and each of its officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, the entity or person that executes this Contract as the "Exhibitor" and each of its officers, directors, shareholders, employees, contractors, agents, representatives, assigns and/or invitees, as applicable. The term "Contract" means this agreement, all amendments and modifications thereto, and all other materials, documents, rules and regulations expressly incorporated herein by reference.

2. Contract Acceptance

The completed electronic registration for sponsorship/trade show booth space and the full payment together constitute a Contract between parties. Registrations and payments are due by December 16, 2016. After that date, registration for exhibit space will be accepted if space is available. The final exhibit space specifics and/or location may be different from the Exhibitor's original requests.

3. Qualifications of Exhibitor

ORCA, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms who manufacture, remanufacture, or supply products, tools, equipment, supplies or services used for the roofing industry. ORCA reserves the right to restrict or remove any exhibit which ORCA, in its sole discretion, believes is objectionable or inappropriate.

4. Assignment of Space

Space is not guaranteed until exhibit space registration and full payment are received. Registrations submitted without payment will not be assigned space until the appropriate payment is received. All online exhibitor registrations received will be assigned on a first-come, first-serve basis. Any such assignment does not imply that similar space will be assigned for future Events. ORCA reserves the right to change the floor plan or the location of an Exhibitor's booth if ORCA in its sole discretion determines that to do so is in the best interest of the Event. ORCA will consider requests to keep certain companies from being next to each other; however there is no guarantee that by making this request you will not be located next to one of these companies. ORCA assumes no responsibility in such instances.

5. Use of Space

The space contracted for is to be used solely by and for the Exhibitor whose name and organization appears in this Contract, and it is agreed the Exhibitor will not sublet nor assign any portion of same without the prior written consent of ORCA.

6. Cancellation by Exhibitor

Cancellations and requests for reduction of space must be made in writing to UCO Customized Education, 1 Santa Fe Plaza, Suite 100, Oklahoma City, Oklahoma 73102. Written cancellations and reductions received by December 16, 2016 will be subject to a 50% cancellation fee. No refunds will be given for space canceled after this date.

Exhibitor will remain liable for 100% of the total exhibit fee, regardless of when this Contract is executed by Exhibitor. In addition, Exhibitor will remain liable for 100% of all fees paid or payable in respect of sponsorships and promotional products, regardless of when this Contract is executed or cancelled by Exhibitor. These amounts are considered to be liquidated and agreed upon damages, for the injuries ORCA will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability and, if applicable, the cancellation of sponsorships and/or promotional materials, in each case at a time when other parties would

be interested in such space and/or products, will cause ORCA to sustain substantial damages that will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Contract as a valid pre-estimate of these damages. The date of cancellation shall be the date ORCA receives the notice in writing. ORCA reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original space and purchase of new booth space, and Exhibitor may be required to move to a new location if it requests a downsizing of space.

7. Cancellation by ORCA / Payments

If Exhibitor fails to timely make any payment required by this Contract or otherwise breaches any of its obligations under this Contract, ORCA may immediately terminate this Contract (and Exhibitor's participation in the Event) by providing written notice (or, if appropriate under the circumstances, oral notice with written notice to follow) to Exhibitor of such termination. ORCA shall have no obligation to refund monies previously paid. ORCA reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to ORCA. ORCA is expressly authorized (but has no obligation) to occupy, cause to be occupied or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder.

*WIRE/ACH: ORCA is not responsible for any losses suffered due to third party fraud or misdemeanor, including, without limitation, false change of bank account communications, identity theft and other scams. Payments into ORCA's designated bank account only shall satisfy Exhibitor's payment obligations under this Contract. If you receive any communication notifying of a change in ORCA's designated bank account, you should verify the authenticity of the change with ORCA. If ORCA does not receive payment by the established due dates, ORCA may immediately terminate this Contract.

8. Cancellation of the Event

If ORCA cancels the Event due to circumstances beyond the reasonable control of ORCA (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), ORCA shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by ORCA, in full satisfaction of all liabilities of ORCA to Exhibitor. ORCA reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If ORCA changes the name of the Event, re-locates the Event to another event facility within the same city, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but ORCA shall assign to Exhibitor, in lieu of the original space, such other space as ORCA deems appropriate and Exhibitor agrees to use such space under the terms of this Contract. If ORCA elects to cancel the Event other than for a reason previously described in this paragraph, ORCA shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of ORCA to Exhibitor. Exhibitor agrees that, except as expressly provided in this paragraph, it shall and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, renaming, relocation or rescheduling of the Event.

9. Exhibit Space Occupancy

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by ORCA. If Exhibitor fails to install its display in its assigned space by 4:30 pm on January 30, 2017, or leaves its space unattended during the Exhibit hours, ORCA shall have the right to take possession of the space, without releasing Exhibitor from any liability or obligation hereunder, and no refund will be due to Exhibitor. All exhibits must be open and manned for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by ORCA.

EXHIBITOR RULES & REGULATIONS

10. Listings and Promotional Materials

By exhibiting at the Event, Exhibitor grants to ORCA a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in ORCA promotional materials. ORCA shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. ORCA may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any ORCA promotional purpose. Exhibitor warrants that it owns, or has right to use pursuant to a valid license, all intellectual property (copyright, trademark, etc.) to be used by Exhibitor for promotion or exhibition at the Event.

11. Care of Exhibit Facility

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

12. Taxes and Licenses

Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility without the express permission of ORCA.

13. Copyrighted Materials

Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

14. Observance of Laws

Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall comply with all applicable requirements of the Americans with Disabilities Act, including with respect to the construction of its exhibits.

15. Exhibitor Information & Update

ORCA will provide Exhibitor information and updates to the designated representative of the Exhibitor, including an Exhibitor Service Manual. The Exhibitor Service Manual will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules. The designated representative of the Exhibitor will also receive updates about the Event via fax, mail, e-mail and/or SMS.

16. Incorporation of Rules and Regulations

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this Contract shall be subject to determination by ORCA in its sole discretion. ORCA may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this Contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by ORCA as soon as they are communicated to Exhibitor. This Contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by ORCA from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

17. Installation and Dismantling

Exhibitors must comply with the move-in and move-out times indicated in the Exhibitor Service Manual. If an Exhibitor fails to remove an exhibit in the allowed time, ORCA shall be permitted (at Exhibitor's sole expense) to remove and place same in a warehouse subject to the Exhibitor's disposition, and/or to ship to Exhibitor via common carrier with all charges to follow at no liability to ORCA. All exhibits must remain intact until the Trade Show is officially closed.

18. Contractor Services

In the interest of making available the best qualified craftsmen in numbers sufficient to handle all of the services necessary for the operation of the Event, ORCA has contracted on an exclusive basis official contractors to provide certain services. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors (EAC) within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in Exhibitor Service Manual.

19. Exhibit Guidelines

Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. Exhibitor agrees to exhibit only products which it manufactures, represents or distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of ORCA and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of ORCA. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Exhibitor's booth space. Balloons and stickers (including handouts with gummed backing that adhere or cause adhesion) are prohibited in the exhibit area. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited. The use of Segways or Segway-type units are prohibited on the show floor. Photography or videography is permitted only with prior approval of the exhibiting company. Failure to obtain prior consent may result in removal from the exhibit hall.

20. General Terms and Conditions

ORCA has sole control over attendance policies. Except as expressly provided in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, ORCA in its sole judgment may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this Contract must be in writing and signed by an authorized representative of ORCA.

21. Assumption of Risks; Releases

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither ORCA nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither ORCA nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

EXHIBITOR RULES & REGULATIONS

22. Indemnification

Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to ORCA), and hold ORCA and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation or presence at the Event; (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise and (h) any injury to any person (including an attendee) or property while in the Exhibitor's space or relating to Exhibitor's use of any exhibition space or services.

23. Limitation of Liability

Under no circumstances shall ORCA or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall ORCA's maximum liability under any circumstance exceed the amount actually paid to ORCA by Exhibitor for exhibit space rental pursuant to this contract. ORCA makes no representations or warranties, express or implied, regarding the number and nature of exhibitors and/or attendees who will attend the Event or regarding any other matters.

24. Insurance

Exhibitor shall, at its own expense, secure and maintain at all times during the event, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph.

- A. Workers' compensation and employer's liability insurance complying with the laws of the state in which the Event is being held;
- B. Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and
- C. Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

The Exhibitor's Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds (i) Oklahoma Roofing Contractors Association and each of its direct and indirect subsidiaries and (ii) the Event Facility. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to ORCA, shall be promptly furnished to ORCA. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to ORCA. The Exhibitor shall obtain a waiver of subrogation from the carrier of each policy described above and the carrier of each other policy that provides fire, explosion or any other risk coverage insuring the Exhibitor's property, in each case releasing in full such carrier's subrogation rights.

25. Outside Exhibits/Hospitality Suites

Exhibitor is prohibited, without express written approval from ORCA, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as unauthorized facility tours. Exhibitor also agrees not to host any hospitality functions during official Event hours or when any ORCA-sponsored activities are being held. Hospitality functions are permitted only upon payment by the Exhibitor of all fees due hereunder. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, ORCA reserves the right to notify the hotel to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel.

26. Sound, Lighting and/or Laser Devices

The use of devices for mechanical reproduction of sound or music; as well as lasers which are part of Exhibitor's display, are permitted, but must be controlled and maintained at a conversational level. Sound, lighting and/or laser beams must not be projected outside the exhibit booth. ORCA may immediately discontinue the use of any sound system, lighting or laser device that does not comply with this paragraph. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones.

27. Fire and Safety Laws

The Exhibitor shall comply with all state, city and local laws and ordinances relating to fire, safety and health. A description of these regulations will be found in the Exhibitor Kit.

28. Sponsorship

Sponsorship offerings are available to current-year Exhibitors. Should an Exhibitor, who is also a sponsor, cancel their exhibit space, their sponsorship will likewise be canceled. See Item 6 Cancellation by Exhibitor. Show Management may require any exhibitor to make changes in their exhibit advertising and sponsorship materials if, in Show Management's opinion, the exhibit, advertisement or sponsorship does not conform to prevailing standards of good taste. Changes will also be required if the exhibit interferes with the rights of others.

29. Violation of Rules and Regulations

Violation of this Contract or any rules and regulations governing the Event, including those published in the Exhibitor Service Manual, may result in one or more of the following actions taken against the Exhibitor: 1) the Exhibitor may be prohibited from exhibiting at the current year's Event and will forfeit all booth payments; 2) the Exhibitor may be prohibited from exhibiting at future events. This list of actions is not exhaustive and does not in any way limit available remedies provided in other provisions of this Contract or by law or equity. No delay by ORCA in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by ORCA of any other right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder.

30. Governing Law

This contract is governed by the laws of the State of Oklahoma as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in the State of Oklahoma shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Oklahoma City, Oklahoma.