

Exhibitor Legal Agreement

This Exhibitor Agreement ("Agreement") is entered into by and between Spring Needlepoint Show, LLC, a Florida limited liability company ("Show Management"), and the undersigned exhibitor ("Exhibitor") for participation in the Spring Needlepoint Show, LLC (the "Show"), to be held at the Embassy Suites by Hilton Orlando, Lake Buena Vista South, 4955 Kyngs Heath Rd, Kissimmee, Florida, on April 24- 26, 2026.

By registering as an Exhibitor, you agree to comply with all rules, regulations, and terms set forth herein and in any materials provided by Show Management.

1. Exhibitor Responsibilities

Exhibitor agrees to display and sell only merchandise and materials that comply with all applicable laws and regulations. Exhibitor shall be solely responsible for obtaining all required licenses, permits, and insurance, and for ensuring that all goods displayed, offered, or sold are authentic and legally authorized.

2. Indemnification and Legal Responsibility

Exhibitor represents and warrants that all products, designs, artwork, and materials displayed, offered, or sold at the Show do not infringe upon or violate the intellectual property rights, licensing rights, or other legal rights of any third party.

Exhibitor agrees to indemnify, defend, and hold harmless Spring Needlepoint Show, LLC, its owners, officers, employees, contractors, and agents (collectively, "Show Management") from and against any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs, and expenses (including reasonable attorneys' fees and costs of investigation) arising out of or related to:

(a) Exhibitor's participation in the Show;

(b) any alleged or actual infringement, misappropriation, or violation of any copyright, trademark, patent, license, or other right by Exhibitor; or

(c) any negligent or intentional act or omission of Exhibitor, its employees, agents, or contractors.

Exhibitor acknowledges and agrees that Show Management is not responsible for policing or monitoring intellectual property or licensing rights at the event and assumes no liability for Exhibitor's conduct, merchandise, or representations.

This indemnification obligation shall survive the conclusion of the Show.

3. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles. Any dispute arising under or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction located in Orange County, Florida, and Exhibitor hereby consents to such venue and jurisdiction.

4. Entire Agreement

This Agreement constitutes the entire understanding between Exhibitor and Show Management regarding participation in the Show and supersedes any prior agreements or communications, written or oral, relating to the subject matter hereof. No modification shall be valid unless made in writing and signed by both parties.

Acceptance and Agreement

By submitting this registration electronically, the Exhibitor acknowledges that they have read, understand, and agree to abide by all terms and conditions set forth in this Agreement, including but not limited to the Indemnification and Legal Responsibility Clause.

Exhibitor further acknowledges that they have authority to enter into this Agreement on behalf of their business or organization.

Accepted by Spring Needlepoint Show, LLC

Authorized Representatives: Lisa Crespo; Suzanne Overstreet