

EXHIBIT A

TERMS & CONDITIONS

1. Exhibitor agrees to indemnify and hold harmless Entercom Wichita, LLC and any other parties required by Entercom in connection with the Event (for example, the venue or municipality), and their respective partners, parents, subsidiaries and affiliates and their respective officers, directors and employees ("Entercom Indemnified Parties") from and against, any loss, damage, or expense (including, without limitation, reasonable attorney's fees) incurred or suffered by the Entercom Indemnified Parties in connection or as a result of any claim for personal injury or property damage or otherwise as a result of, arising from or in connection with Exhibitor's participation at or acts or omission of Exhibitor or its employees, agents, contractors, vendors, volunteers or representatives or its distribution of any materials, items or products at the Event (including, without limitation, the use of such materials, items or products by recipients) at the Event. These obligations shall survive the expiration or earlier termination of this Agreement and the Event
2. During the Event (including set-up and break-down), Exhibitor shall maintain, and pay for, commercial general liability insurance in an amount no less than \$1,000,000. A certificate evidencing such coverages shall be delivered to Entercom no less than 10 days prior to the Event. In addition, Exhibitor shall maintain Worker's Compensation insurance covering all of its respective employees working at the Event as required by state law. Failure to deliver any such insurance certificate or maintain such insurance shall not relieve Exhibitor from its obligations hereunder. Exhibitor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Exhibitor to the coverage provided by such insurance, or otherwise limit the Entercom Indemnified Parties' recourse to any remedy available at law or in equity.
3. Exhibitor agrees to comply with all Entercom and all facility rules and regulations that and all applicable laws, statutes, regulations and ordinances with respect to Exhibitor's activities at the Event (including set-up and clean-up).
4. Booth Requirements/Exhibitor Space:
 - a. Entercom will provide backdrop fence panels for some booths where they are considered needed or necessary and as long as the Entercom budget provides for backdrop fencing (first come first served); no side paneling will be available. An Exhibitor may use side paneling if the paneling is provided by the Exhibitor but THE HEIGHT MAY NOT EXCEED THREE FEET (or a height mutually agreed to by the adjacent exhibitor and Entercom).
 - b. Exhibitor shall not disassemble its display prior to the closing of the Event to prevent disrupting the show.
 - c. Entercom will not be required to provide any booth space unless Exhibitor completes its booth set-up at least 12 hours prior to the public opening of the Event, Entercom receives adequate evidence of the required insurance at least two days prior to the Event, and payment as required by this Agreement prior to the Event.
 - d. There will be no refunds of payments, except as expressly set forth in this Agreement.
 - e. Chairs, tables, wastebaskets, and other items are not furnished by Entercom but may be ordered at an additional cost to Exhibitor directly from the official decorator upon request (see attached form).
 - f. Entercom reserves the right to make the final determination as to all space assignments and the acceptability and appropriateness of all displays. Exhibitor will promptly remedy any objection to its obligation to require the removal or modification of any display.
 - g. Exhibitor must designate one person as its authorized representative at the booth/space. Any written or verbal notices given to that authorized representative shall be deemed received by the Exhibitor. Technically trained people must staff the booth of Exhibitor.
 - h. Exhibitor shall make no alterations, including electrical wiring, on any portion of the venue without the prior written permission from Entercom. Exhibitor shall leave the assigned booth space in a clean and orderly condition, less ordinary wear and tear.
 - i. Exhibitor shall restrict all activities and advertising matter to the space assigned. Booth height to be agreed upon by Entercom. Exhibitor shall only use fire resistant materials for decorating booth space and shall have garbage and debris ready for collection by the required deadline and must return any equipment provided to Exhibitor in good condition to Entercom at a pre-designated location.
 - j. In the event that Exhibitor is permitted by Entercom & facility to conduct food or beverage sampling or sales at the Event, Exhibitor shall do so in accordance with all local, state and federal laws, regulations and guidelines and obtain any required permits at Exhibitor's sole cost and expense. Further, Exhibitor agrees that Entercom shall have no liability whatsoever for any claims and/or damages that may arise from (i) the consumption and/or distribution of food or beverages, or (ii) the destruction, theft, and/or spoiling of the food or beverage products. Exhibitor shall remain solely responsible for any and all claims and/or damage relating to the consumption and/or distribution by Exhibitor of food or beverage products, regardless of how it may occur.
 - k. The sale and/or distribution of alcohol at the Event by Exhibitor is prohibited.
5. Vendor may only use booth space for the purpose specified in the first page of this Agreement.
6. **ENTERCOM DOES NOT WARRANT OR GUARANTEE ANY PARTICULAR RESULTS FROM THE EVENT NOR DOES IT GUARANTEE A PARTICULAR NUMBER OF ATTENDEES OR EXHIBITORS.** If acts of God or government authorities, natural disasters, or other emergencies or threats beyond Entercom's reasonable control make it illegal, impossible or inappropriate for Entercom to perform its obligations under this Agreement or to conduct the Event, Entercom may postpone the Event or terminate this Agreement upon written notice to the Exhibitor without liability.
7. Exhibitor assumes all risk of loss for damage to goods or property of the Exhibitor in connection with Exhibitor's use of the booth space or use of the Event venue.
8. Exhibitor shall have the right to use the name of the Event in advertising prior to and during the dates of the Event, provided the Entercom and Event names are not used as an endorsement of any product or service. All advertising, both audio & visual, must receive prior approval (email will suffice for this purpose) from Entercom.
9. Exhibitor hereby grants Entercom the right to use Exhibitor's name and trademark in promoting and advertising the Event.

10. Nothing contained in this Agreement shall be construed to make Entercom and the Exhibitor partners, joint ventures, or to render either party liable for the debts or obligations of the other party.
11. Exhibitor shall not assign or sublet any privilege or portion of the booth space or other rights licensed or provided by this Agreement.
12. Entercom may terminate this Agreement and the privileges granted to Exhibitor herein as follows:
 - a. Immediately upon notice to the Exhibitor in the event of breach (or threatened breach) by Exhibitor of any term of this Agreement. In this event, Entercom shall retain any advance payment and may pursue other legal remedies as appropriate.
 - b. In the event Entercom determines, in its sole discretion, that it is in the best interest of Entercom to terminate this Agreement or cancel the Event, then immediately upon written notice to the Exhibitor. In this event, Entercom shall refund to Exhibitor a portion of all advance payments made hereunder that were not fully utilized by the Exhibitor (for example, payments attributable to advertising already aired will not be refunded).
13. **Once this Agreement is signed or booth space is reserved verbally or by contract, for a time period of 30 days or more, if Exhibitor elects not to use the booth space or attempts to cancel this Agreement, all monies due (whether or not then paid) will be retained by Entercom. Once this Agreement is signed or booth space is reserved verbally or by contract, for a time period of less than 30 days, if Exhibitor elects not to use the booth space or attempts to cancel this Agreement, monies due (whether or not then paid) will be reimbursed (in whole or in part) only if agreed to in writing by Entercom (in its sole discretion).**
14. This Agreement shall be governed by the laws of the State of Kansas.
15. By signing the first page of this Agreement, the party signing on behalf of Exhibitor warrants and represents that it has full authority to enter into the agreements and obligations contained in this agreement and to legally bind the Exhibitor. The agreement reflects the sole and exclusive understanding between the parties with respect to each party's obligations in association with the Event and supersedes any and all prior understanding and/or agreements, whether oral or in writing, with respect to the Event.
16. The parties may accept and rely on facsimile transmitted or electronically transmitted signed documents as if they bore original signatures. No changes or alterations to the terms and conditions of this Agreement may be made except in writing and executed by both parties.