

As a Navy Ten Nautical Miler concessionaire, I agree to abide by all rules and regulations of this agreement and agree to the following terms and conditions and any additional terms and conditions that Navy Ten Nautical Miler and NSA Mid-South determine are necessary.

1. All booths must be paid in full with a signed agreement prior to space being assigned. 2. No refunds will be made to exhibitors who fail to attend the Event. 3. The assignment of space is revocable and is not construed as the creation of tenancy. Concessionaire is liable for any damage to or loss of the premises and NAFI furnished property or injury to persons resulting from acts or omissions of Concessionaire, its employees, or agents whether or not covered by insurance. Sublet of any of the premises assigned or assignment to another concession is not authorized. Use of the premises and NAFI furnished property for any purpose other than those specifically set forth, or unauthorized use by any of its agents, representatives, or employees is prohibited. Concessionaire shall not make any alterations to Government owned equipment or facilities. Concessionaire will comply with the installation fire and safety regulations, and applicable health and sanitation regulations. Concessionaire will post or display on the premises any sign furnished by the NAFI. 4. Exhibit booth must be manned at all times during Expo hours; Booth shall not be dismantled until close of Event as stated in Event literature. 5. Concessionaire will allow Navy Ten Nautical Miler, NSA Mid-South MWR Department, and US Navy to take and use photographs of their exhibit space, including but not limited to merchandise and employees, for promotional purposes. 6. The sale of Navy Ten Nautical Miler logo merchandise will not be allowed at the Navy Ten Nautical Miler Event. Any use of the words "Navy Ten Nautical Miler", "Navy 10 Nautical Miler", "10NM", Navy Ten Nautical Miler logo(s), MWR logo/name is prohibited without advance written permission. Please contact Stephanie Blakey at stephanie.blakey@navy.mil to discuss.

CONCESSIONAIRE SHALL: 1. Provide products or services of a quality satisfactory to the NAFI or his or her authorized representative. 2. Place a price list for merchandise/services in a conspicuous spot for patrons to see and only charge those prices established. 3. At Concessionaire's own expense, obtain all permits, give all necessary notices, pay all license fees, and comply with all municipal, prefectural, and national laws, rules, ordinances, and regulations, and any publication published by the military relating to public health or applicable to the business carried out under this agreement. 4. Comply with all applicable laws pertaining to wages, workers' compensation, equal opportunity, Service Contract Act, and so forth, as implemented by Navy directives and required by law. 5. Comply with all memoranda, bulletins, and letters of instruction issued by or in behalf of the NAFI. 6. Keep the concession area clean, orderly, attractive, secure, and in a safe and sanitary condition to the satisfaction of the NAFI, but make no alterations to Government furnished property or premises. 7. Furnish a sufficient number of trained employees for the efficient performance of this contract. Concession personnel shall obtain installation passes and permits and security clearances as applicable. Concession personnel shall give prompt and courteous treatment to authorized customers and shall be neatly dressed and well-groomed at all times and are subject to removal from premises if, in the opinion of the NAFI representative, the conduct or appearance of such persons interferes with proper service. 8. Furnish, at Concessionaire's own expense all trade fixtures, tools of the trade, and supplies required for performance of this contract. 9. Provide products to sell that are marketable and sufficient for use intended. All items will be subject to inspection and test for workmanship and quality at all times by the NAFI or designee. 10. Agree to adhere to the NAFI policy of customer satisfaction guaranteed and shall be responsible for refunds to customers due to customer dissatisfaction with an item or due to overcharges. All customer complaints, claims, and refunds will be resolved and made at Concessionaire's expense. Any disagreement that cannot be resolved between Concessionaire and the customer will be referred to the NAFI, whose decision will be final and not subject to the Disputes clause. 11. The Concessionaire is responsible for damage to any personal or government property and the NAFI is not held liable for any damage due to theft, fire, storm, flood, or destruction by any other means. 12. Be responsible for all operating expenses not expressly undertaken by the NAFI. Concessionaire operating expenses are to include maintaining own machines and power. 13. Accept national charge cards customarily recognized in commercial trade for customer payment of purchases (optional). Concessionaire is responsible for the payment of any fees, charge backs, or other costs levied by the charge card companies. 14. Upon expiration of this contract or upon termination as provided herein, Concessionaire's property shall be immediately removed from the premises. Upon failure to do so, the NAFI may cause such property to be removed at the Concessionaire's expense. 15. Agree that the NAFI may charge the Concessionaire for a dishonored check received from the concessionaire. The amount charged by the NAFI will not exceed the administrative amount normally charged NAFI customers for dishonored checks. The NAFI may require payment to be made in cash, certified check, or cashier's check.

CONCESSIONAIRE SHALL NOT: 1. Represent or permit itself to be represented to the public as an agent or employee of the NAFI by the use of the name of the NAFI on letters, bills, signs, or by any other means. The Concessionaire, its servants, agents, and employees, are in no sense agents of the United States, the NAFI, the Commanding Officer of the installation within which the concession exists, or of any other entity having to do with the operation of NAFI business. 2. Sell, remove or in any way alter any property which is owned by the NAFI or any other part of the Federal Government. 3. Engage in or permit gambling or possession or use of any gambling device on the concession premises. 4. Sell, deal in, or otherwise possess or transfer, on the concession premises, any form of intoxicating liquors or narcotics. 5. Loan money to or borrow money from customers or others, which includes Federal Government (including NAFI) employees and military personnel. 6. Sell merchandise or services for anything other than US currency. 7. Sell merchandise or services on credit. 8. Give or offer to any officer or employee of the NAFI, or any other part of the Federal Government, any gift, privilege, special benefit, discount, or anything else of material or personal nature whereby the individual or employee would receive preferential treatment.

TAXES: 1. Where a state law imposes a sales tax on the sale of the item and/or service by the Concessionaire to the authorized customer, the sales tax will be separately stated from the sales price, added to the price in the price schedule and collected from the customer. 2. The Concessionaire assumes complete and sole liability for all federal, state, host country, and local taxes applicable to the property, income, and transactions of the Concessionaire, and where required by applicable

laws and regulations, will collect and remit to the state applicable sales taxes. Where required by state law or regulation, Concessionaire shall obtain and conspicuously display the state sales tax permit. 3. The Concessionaire warrants that the contract prices or other considerations do not include any tax or duty from which the Concessionaire is exempt under the laws of the United States, State, or host country wherein contract performance is affected. If any such tax or duty has been included in the pricing or consideration through error or otherwise, the contract pricing or consideration shall be correspondingly reduced or adjusted. If for any reason after the contract date, the Concessionaire is relieved in whole or in part from the payment or the burden of any tax or duty included in the contract pricing or other consideration, the contract pricing and/or other consideration shall be correspondingly reduced or adjusted.

By submitting this Application, the exhibitor agrees to all terms and conditions as set forth herein. I have read, understand and agree to the rules, regulations and liability information of this agreement.