
MEMO

APPROVED
4/24/2023



DATE: April 18, 2023
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – Cox Media Group

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of Tulsa County Assessor's Office and Cox Media Group for booth space at the Home & Garden Expo of Oklahoma for a fee of \$1500.00 beginning July 21, 2023 through July 23, 2023 as further described in the attached.

Respectfully submitted for your approval and execution.

MME / jdf

SUBMITTED FOR: The April 24, 2023 BOCC meeting agenda.

CMF# 20230609



~~XXXXXXXXXX~~



July 21-23, 2023

THE EXCHANGE CENTER AT EXPO SQUARE

Exhibitor Information

APPROVED
4/24/2023

Company Name: BOCC on behalf of Tulsa County Assessor
 Contact Name: Jacqueline Schneider
 Exhibit Items: Literature/forms
 Competitors: _____
 Website: assessor.tulsacounty.org
 Company Address: 218 W 6th St
 City, State & Zip: Tulsa, OK 74119
 Phone: 918-596-5100
 Mobile: 817-683-2338
 Email: jschneider@tulsacounty.org
 *Primary form of communication
 Circle One: FEIN/TAX ID # or OK Sales Tax ID#: _____
 Exhibit Space Choice 1st 56 & 58 2nd _____ 3rd _____ 4th _____
 Selling Items From Booth Y N Do You Require 220V Power Y N

Booth Size	Single Show Booth Only	Single Show Booth & Advertising	Both Shows Booth Only	Both Shows Booth & Advertising	Total
6x12	\$600		\$1,080		
6x12 Corner	\$700		\$1,260		
10x10	\$800	\$2,300	\$1,440	\$4,140	
10x20	\$1,500	\$3,500	\$2,700	\$6,300	\$1,500
10x30	\$2,000	\$4,000	\$3,600	\$7,200	
10x40/20x20	\$2,500	\$4,500	\$4,500	\$8,100	
20x30	\$4,000	\$5,000	\$7,200	\$9,000	
Endcap/Corner	+\$200 PER SHOW				
Presenting 20x20 Endcap		\$18,000		\$32,400	
Title 20x30 Endcap		\$25,000		\$45,000	
Frontage Fee	Pending Food Product				
10x10 NR Deposit	\$200	\$200	\$500	\$500	
10x20 & Larger NR Deposit	\$500	\$500	\$1,000	\$1,000	
Total Investment:					\$1,500 \$0
Single Show Balance Due 12.09.22 & 06.09.23					
Booth Fee Includes: Floor Space, Pipe & Drape, 6' Covered/Skirted Table, 2 Chairs, Wastebasket, Booth ID Sign, 24 Hour Security, Electricity Access & Listing on Map Pending Deadline Submission. 2023 Deposits Must Be Received For Booth Placement & Discount					

FOR CMG USE ONLY	Dep Method	IMC	SCAN	EM
	Deposit	Date Rec'd	MOVE IN	
	Date Rec'd \$	Balance Due \$	OTC	
	Booth #	Balance \$	IMP	
		IMO		
		ME		

CMG# 20230609

Payment Method:
 Check – Payable to Cox Radio
 CMG Established Credit Client
 AMEX/Visa/MC
 (888.533.0767 & Provide Order Number M-F 8a-6p CST)

Home & Garden Events
 c/o Cox Radio
 2625 S Memorial Drive
 Tulsa, OK 74129-2601
 Lisa Burkman
 Event Coordinator
Lisa.Burkman@cmg.com
 918.523.2003
 918.523.2067

Kelly C. Rogers
 Exhibitor Signature _____ Date _____
 Serene C Rogers _____ 04.13.23
 Accepted by Cox Media Group _____ Date _____

Approved as to form: Michael Willis (Asst. Dist. Attorney) Attest: Michael Willis



This 'Home & Garden' exhibitor agreement is effective on date signed by and between Cox Media Group, Inc. a Delaware Corporation with offices at 2625 S Memorial Drive, Tulsa, Oklahoma 74129. Agreement consists of this completed form, initialed pages of the terms & conditions and any/all attachments and/or incorporated policies.



**2023 January 27-29 Green Country Home & Garden Show &
July 21-23 Home & Garden Expo of Oklahoma
TERMS AND CONDITIONS**

1. Defined Terms: "Event" means the 2023 "Green Country Home & Garden Show" and the "Home & Garden Expo of Oklahoma", scheduled to be held on January 27-29, 2023, and July 21-23, 2023 ("Event Dates") at the Exchange Center at Expo Square on the Tulsa State Fairgrounds ("Exhibit Facility"). Event is owned, produced, and managed by Cox Radio, LLC d/b/a Cox Media Group Tulsa ("Cox"). "Organizer" means, collectively Cox Radio, LLC, CMG Media Corporation, and their officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this Agreement upon acceptance by Cox in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable. "Order Form" means the order form attached to these Terms and Conditions. "Agreement" means these Terms and Conditions, together with the attached Order Form and any other attachments and/or incorporated policies. "Effective Date" means the date of latest signature of this Agreement.

2. Contract Acceptance: This Agreement shall become binding and effective only when it has been signed on the facing page by Exhibitor and counter-signed on the facing page by a duly authorized representative of Cox.

3. Indemnification:

~~(a) Exhibitor shall indemnify, defend (with legal counsel satisfactory to Cox), and hold Organizer and the Exhibit Facility harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys' fees) and expenses which result from or arise out of or in connection with: (i) Exhibitors' participation or presence at the Event; (ii) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this Agreement or any other contract, arrangement or agreement; (iii) any matter for which Exhibitor is otherwise responsible under the terms of this Agreement or any other contract, arrangement or agreement; (iv) any violation or infringement (or claim of violation or infringement) of any applicable law, rules, regulation or ordinance, including without limitation a claim of violation of the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (v) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (vi) harm or personal injury (including death) caused by the fault or negligence of Exhibitor, including any claim arising out of or related to any products, samples, or goods distributed by Exhibitor; and (vii) loss of or damage to property or the business or profits of Organizer, whether caused by negligence, intentional act (or failure to act), accident, theft, or otherwise.~~

~~(b) Organizer and/or Exhibit Facility (each, an "Indemnified Party") shall (i) promptly notify Exhibitor of any claim for which indemnification is sought, provided that failure or delay of such notice shall not relieve Exhibitor of its indemnity obligations under except to the extent, if any, that it is materially prejudiced by such failure or delay; (ii) allow Exhibitor to assume the sole control of the defense of such claim and all related settlement negotiations, except that Exhibitor may not, without the Indemnified Party's prior written consent, enter into any settlement or consent to any judgment; and (iii) provide Exhibitor, at Exhibitor's request and expense, with the assistance, information and authority necessary to perform the Exhibitor's obligations under this Section. An Indemnified Party may participate in the defense and settlement of any claim through counsel of its own choosing.~~

4. Limitation of Liability: UNDER NO CIRCUMSTANCES SHALL ORGANIZER 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 ORGANIZER'S MAXIMUM LIABILITY UNDER ANY CIRCUMSTANCE EXCEED THE AMOUNT ACTUALLY PAID TO COX BY EXHIBITOR FOR EXHIBIT SPACE RENTAL PURSUANT TO THIS AGREEMENT. ORGANIZER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE NUMBER OF PERSONS WHO WILL ATTEND THE EVENT OR REGARDING ANY OTHER MATTERS. NEITHER ORGANIZER, NOR THE OWNERS OR LESSORS OF THE EVENT FACILITY, SHALL ASSUME ANY RESPONSIBILITY FOR EXHIBITOR'S PERSONAL OR OTHER PROPERTY. 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 or of any person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, omission, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created for property delivered by or to Exhibitor. Neither Organizer 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 whether described in this paragraph or not.

5. Qualifications of Exhibitor/Space Assignment: Organizer, in its sole discretion, determines whether a prospective Exhibitor is eligible to participate in the Event. Exhibitor shall not exhibit or permit to be exhibited in the space allocated to it any merchandise other than that specified in its application. Organizer reserves the right to restrict or remove any exhibit, or any portion thereof, that Organizer, in its sole discretion, believes is objectionable or inappropriate or is not specified on the application. No portion of the booth can be sublet or assigned. Organizer reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event for any or no reason in its sole discretion.

6. Payment; Cancellation by Exhibitor: Exhibitor agrees to pay the exhibition fee listed on the attached Order Form per the payment terms on the Order Form. Exhibitor may cancel this Agreement, but all monies/deposits paid will be forfeited to the Organizer subject to the following:

- Unless otherwise agreed to by Organizer, Exhibitors must provide written notice of cancellation to Organizer no later than thirty (30) days prior to the Event. In the event Exhibitor cancels in accordance with this provision, Exhibitor will receive a refund of fees paid minus the non-refundable deposit as stated on the applicable Order Form.
- Organizer reserves the right to treat Exhibitor's downsizing of booth space as cancellation of this Agreement and Exhibitor may be required to move to a new location.
- All notifications must be made in writing (email is acceptable) to the Exhibitor's Account Executive and the Show Coordinator, as designated by Cox.

7. Cancellation by Organizer: If Exhibitor fails to make a payment required by this Agreement by the date specified in Section 6, above, or the applicable Order Form, Organizer may terminate this Agreement (and Exhibitor's participation in the Event) upon notice to Exhibitor and without obligation to refund any fees previously paid. Organizer 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 Organizer. Organizer is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available because of action taken under this paragraph in any manner it desires, and without releasing Exhibitor from any liability hereunder. Organizer may also terminate this Agreement if Exhibitor breaches any of its obligations under this Agreement or any other contract or arrangement with Organizer, without any obligation on Organizer's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach. If Organizer removes or restricts an exhibit (or any portion thereof) that Organizer considers to be objectionable or inappropriate, no refund (or partial refund) will be due to Exhibitor.

(Continued)

Exhibitor Initials: _____

8. Cancellation of the Event: If Organizer cancels the Event due to circumstances beyond the reasonable control of Organizer (such as acts of God, acts of war, governmental or local emergency, public health crisis, labor strike or unavailability of the Exhibit Facility), Organizer shall refund to Exhibitor its Exhibition Fee previously paid, minus a share of costs and expenses incurred by Organizer based on the total cost of the Event divided by the total number of Exhibitors, in full satisfaction of all liabilities of Organizer to Exhibitor. Organizer reserves the right to cancel, rename or relocate the Event or change the Event Dates. If Organizer changes the name of the Event, relocates the Event to another event facility within the same city, or changes the Event Dates to dates that are not more than 30 days earlier or 30 days later, no refund will be due to Exhibitor, but Organizer shall assign to Exhibitor, in lieu of the original space, other space as Organizer deems appropriate and Exhibitor agrees to use that space under the terms of this Agreement. If Organizer elects to cancel the Event other than for a reason previously described in this paragraph, Organizer shall refund to Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Organizer to Exhibitor.

9. Exhibit Space Occupancy: Organizer shall specify the hours and dates for installing, occupying, and dismantling exhibits. If Exhibitor fails to install its display in its assigned space by **5:00 pm** on the day prior to the start of the Event or leaves its space unattended at any time during the Event, Organizer shall have the right to take possession of the space and terminate this Agreement, in which case no refund will be due to Exhibitor. All exhibits must be open and manned for business at all times during the Event.

10. Show Set-Up and Show Hours: Information on set-up and Event hours will be communicated with the Exhibitor contact noted on the Agreement via email. Exhibitor agrees to comply with the following:

- (a) Only Exhibitor, its employees and contractors will be permitted in its booth 60 minutes prior to the published "Show Open Times".
- (b) Exhibitor must leave its booth no later than 30 minutes after official closing time.
- (c) No staff of the Event Facility has any authority with regard to exhibits, or in exhibit area other than authorized Event security personnel or Cox personnel.
- (d) **NO BREAKDOWN or DISMANTLING OF EXHIBITS, including removal of booth items sold to attendee(s) will be permitted before the Event officially closes at 5:00 pm on the final day of the Event. Early breakdown or dismantling will jeopardize future participation in Organizer's events.**
- (e) All solid or opaque structures will be confined to within 4 feet of the back line of Exhibitor's booth space. No merchandise displays may block viewing of any other exhibits.

11. Listings and Promotional Materials: By exhibiting at the Event, Exhibitor grants to Organizer a royalty-free, worldwide, irrevocable, perpetual, transferrable, nonexclusive license to use, display and reproduce the names, logos, trademarks, trade names, and product names (collectively, "Exhibitor Marks") of Exhibitor in any directory (print, electronic or other media) listing the companies exhibiting at the Event and to use such names in Organizer promotional materials. Organizer shall not be liable for any errors in any listing or descriptions or for omitting Exhibitor or any other exhibitor from any directory or other lists or materials. Organizer may also take video and/or photographs of Exhibitor's booth space and exhibit (which such video and/or photographs may include incidental instances of Event guests and personnel) during, before, or after the open hours of the Event and use such video and/or photographs for any promotional purpose. Organizer hereby grants to Exhibitor a limited, revocable, non-transferrable, non-sublicensable, non-exclusive license to use, display, and reproduce the name of the Event (the "Event Mark") solely and directly in connection with exhibiting at the Event. Exhibitor may not use the Event Mark in any other way, including but not limited to, on party invitations, for special events or on marketing materials. This limited license expires at the conclusion of the Event. Organizer may terminate this license immediately at any time for any reason or no reason.

12. Care of Exhibit Facility; Materials left at Event: 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, its employees or agents. Exhibitor agrees that Organizer, without incurring any liability for damage or loss, has the right to dismantle and pack any property of any Exhibitor who has failed to move such items prior to established move-out day and time, or may order such work to be done at the sole expense of Exhibitor. Exhibitor agrees, with respect to any exhibit material or other property of Exhibitor for which sufficient shipping arrangements have not been made or carried out, that Organizer shall have the right and authority to clear such property from the exhibition premises, designate carriers for its return, send it to public or private storage, or otherwise dispose of it, without incurring any liability therefor. Cost of such removal, return, storage, and other disposition shall be charged to and paid by Exhibitor.

13. Taxes and Licenses: Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local laws 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, royalties 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 Organizer.

14. Insurance: Exhibitor shall, at its own expense, secure and maintain through the term of this Agreement, including move-in and move-out days, the insurance listed below. The insurance shall be primary of any other valid and collectible insurance of Organizer for claims arising out of Exhibitor's operations 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 & Employers liability insurance (if applicable) in statutory amounts for workers compensation and at least \$1,000,000 per accident for employers' liability covering all employees, agents or others hired by Exhibitor.~~
- (b) ~~Comprehensive general liability insurance with limits not less than \$1,000,000 per occurrence, \$3,000,000 in the aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual liability, operation of mobile equipment, products liability and, if applicable, liquor liability;~~
- (c) ~~Property Insurance covering the value of Exhibitor's owned/leased equipment, inventory, and merchandise; and~~
- (d) ~~If applicable, automobile liability insurance with limits not less than \$1,000,000 per occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles.~~

(Continued)

Exhibitor Initials: _____

~~The above required general liability insurance policy shall name as additional insured or certificate holder: Cox Radio, LLC d/b/a Cox Media Group Tulsa (2625 S. Memorial Dr, Tulsa OK 74129) and Tulsa County Public Facilities Authority (4145 E. 21st St., Tulsa, OK 74114), and each of their subsidiaries, affiliates, officers, directors, employees, agents and representatives. Insurance policies shall also provide that the coverage may not be cancelled without 30 day's advance written notice to Organizer. All policies maintained by Exhibitor hereunder will be with insurers with an A.M. Best's rating of not less than A-, VII and licensed to do business in all applicable states. The requirements set forth above will not be construed as a limitation of any potential liability on behalf of Exhibitor, and Exhibitor will bear all costs of all deductibles and retentions and will remain solely and fully liable for the full amount of any claim, damage, liability, loss or expense for which it is otherwise liable hereunder regardless of any failure or deficiency of insurance coverage or compensation. Certificates of insurance satisfactory to Organizer, shall be furnished to Organizer prior to the commencement of Exhibitor's work under this Agreement.~~

~~All policies listed on the certificate shall contain a provision that the insurance carrier waives its rights of subrogation with respect to Cox Radio, LLC, its affiliates, successors, assigns and each of their respective officers, directors, agents, and employees. The certificate of insurance shall indicate that Exhibitor's insurance is primary and any insurance maintained by any additional insureds shall be non-contributing with Exhibitor's insurance as respects claims or liability arising out of or resulting from the acts or omissions of the Exhibitor, or of others performed on behalf of the Exhibitor.~~

~~Nothing contained in these insurance requirements is to be construed as limiting the type, quality or quantity of insurance Exhibitor should maintain, or the extent of Exhibitor's responsibility or liability for payment of damages resulting from its operations.~~

15. Intellectual Property: Exhibitor represents and warrants that it owns (or has the right to use and/or license to Organizer the right to use) all content, including all Exhibitor Marks and copyrighted material provided to or otherwise used by the Organizer pursuant to this Agreement, and that such use by the Organizer will not violate the rights of any third party. Exhibitor shall not play, perform, broadcast, or permit the playing, performance, or broadcasting 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. Without limiting the generality of the foregoing, Exhibitor will not produce, perform or broadcast any music in connection with its exhibit without first obtaining rights from the appropriate music licensing organizations (e.g., ASCAP, BMI, and SESAC). Organizer may refuse to permit Exhibitor to exhibit or display any items that Organizer reasonably believes infringe the rights of other parties. If Exhibitor refuses to remove any of those items from display, in addition to any other remedies available, Organizer may terminate this Agreement immediately and evict Exhibitor from the Event without any liability to Exhibitor or any other party.

15A. Representations and Warranties: In addition to any other representations and warranties herein, Exhibitor hereby represents, warrants and agrees that: (a) it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement constitutes a valid, binding and enforceable agreement; (b) it shall perform its activities under this Agreement in accordance with all applicable federal, state and local laws and codes, ordinances, rules, and regulations (including, without limitation the CAN-SPAM Act and the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising (16 CFR Part 255), any rules and regulations of the Event Facility (including any union labor work rules)); (c) it has the right to license the Exhibitor Marks to Organizer; (d) any advertising claims or creative elements that Exhibitor requires Organizer to include in any advertising or promotional materials shall comply with all applicable federal, state, and local laws, rules, and regulations; (e) the execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound; and (f) it shall, at its own cost, apply for and secure any and all permits, licenses or other consents which may be required for the performance of its obligations under this Agreement.

16. Observance of Laws: Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act, and all state and local fire codes. All materials used for display of any kind must be fire-proofed. This includes all materials used in specially constructed exhibits such as fabric or other materials. The use of crepe paper and any decorative paper of any type are prohibited and will not be permitted. Exhibitor's display must meet all applicable fire regulations. Displays that do not pass inspection will be ordered closed until such fire hazards are corrected against further danger of fire. Organizer reserves the right to close Exhibitor's exhibit, without liability, if Exhibitor fails to comply with this provision.

17. Exhibitor Conduct: Organizer has sole control over attendance policies. Exhibitor shall conduct itself at all times in accordance with professionalism and normal standards of decorum and good taste. The use of cameras and video cameras on the exhibit floor is strictly prohibited without the prior permission of Organizer.

18. Exhibitor Service Manual: Prior to the Event, Organizer will provide link to the service manual (the "Exhibitor Service Manual") to the "Primary Contact" listed on the Order Form. 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 information.

19. Incorporation of Rules and Regulations: Any and all matters pertaining to the Event and not specifically covered by this Agreement shall be subject to determination by Organizer in its sole discretion. Organizer may adopt rules or regulations from time-to-time governing such matters and may amend or revoke them at any time, upon notice to Exhibitor. Any rules and regulations adopted by Organizer in connection with the Event (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this Agreement and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by Organizer as soon as such additional rules or regulations are communicated to Exhibitor.

20. Character of Displays; Use of Aisles and Common Areas: Distribution of samples, printed matter of any kind, mascots, promotional branded moving material or device and any promotional material is restricted to the confines of the exhibit booth. Exhibitor shall only exhibit products that it manufactures, represents, or legally distributes. All exhibits shall display products or services in a tasteful manner, as determined in Organizer's discretion. The aisles, passageways and overhead spaces remain strictly under control of Organizer and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of Organizer. Uniformed attendants, models and other employees of Exhibitor must remain within its booth. Helium balloons and stickers are prohibited in the exhibit area per Expo Square contractual rules.

21. Sales/Solicitations: The following sales are strictly prohibited during the Event:

- (a) Any retail sales including, but not limited to, any retail sale in violation of the retail sales tax regulations where the Event is being held.
- (b) Any sale where display merchandise is delivered to the purchaser during the Event. Any display merchandise must be delivered to purchaser after the event has ended on the Sunday of the event date after 5:00 pm.

(Continued)

Exhibitor Initials: _____

22. No Show Policy: If Exhibitor is delayed in arrival or set-up, Exhibitor must notify the Event Coordinator. Non-notification will result in resale of space, and no refunds will be made.

23. On-Air Advertisements. In the event Exhibitor desires to purchase any on-air advertising opportunities from Cox in connection with Exhibitor's participation in the event, the parties will enter into a separate written agreement regarding such advertising that will contain all applicable terms and conditions, including, without limitation, any applicable fees for such advertising.

24. Miscellaneous: This Agreement (including the Order Form, Exhibitor Service Manual, applicable Radio Broadcast Contract, any applicable feature add-ins, and any additional rules or regulations adopted by Organizer from time-to-time) represents the entire agreement between Organizer and Exhibitor relating to Exhibitor's participation in the Event and supersedes any prior written or oral understandings, agreements or representations by or between Organizer and Exhibitor relating to such participation in the Event. This Agreement is governed by the laws of the State of Oklahoma as applied to contracts entered into and entirely performed within that State by residents of that State. Exhibitor hereby submits to the exclusive jurisdiction of the courts located in Tulsa County in the State of Oklahoma, which shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this Agreement or the breach of any provision of this Agreement. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Tulsa, Oklahoma. No waiver of any breach of any term or condition hereof will constitute a waiver of any subsequent breach. If any term will be held unenforceable, such term will be restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and this Agreement will remain in full force and effect. Written notices sent pursuant to this Agreement will be delivered by commercial overnight courier to the applicable signatory at the address set forth on the Order Form; copies of notices to Organizer shall also be sent to General Counsel, Cox Radio, LLC, 1601 W. Peachtree St., Atlanta, Georgia 30309. Any amendment to this Agreement must be in writing and signed by an authorized representative of each party. Exhibitor may not assign this Agreement or any right or obligation hereunder. Exhibitor may not sublet or license all or any portion of its exhibit space. By entering into this Agreement, Exhibitor and its affiliates explicitly consent to receive fax, telephone and other communications from Organizer and its partners under 47 U.S.C. § 227 and any other applicable regulations.

Cox Media Group Tulsa - 2625 S. Memorial Dr., Tulsa, OK 74129 * Events Office (918) 523-2067 * Fax (918) 493-5357

0144325.0730070
9/20/2022

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Exhibitor Initials: _____