

# AGREEMENT TERMS

## 1. BOOTH CONSTRUCTION

Each booth will be 10 feet x 10 feet (unless otherwise designated) with 3 ft. high curtain side dividers, 8 ft. curtained backdrop, one duplex electrical drop (500w 120v outlet), and identification sign. Bulk space does not fall into this classification.

## 2. BOOTH OPERATION

Products may be sold from exhibit space. The Exhibitor shall hold harmless Management from any and all damages or theft of merchandise or materials from contracted exhibition space. All exhibits shall not extend beyond allotted space unless authorized in writing by Management.

## 3. REMOVAL OF EXHIBITS

Nothing will be allowed to leave the exhibit hall before 5:30 p.m. Sunday.

REMOVAL HOURS	Sunday	5:30 p.m. to 10 p.m.
	Monday	8:00 a.m. to 12 Noon

Any exhibits not completely dismantled and removed by 12 noon Monday will be removed and all fees will be charged directly to the exhibitor at prevailing rates.

## 4. BOOTH ASSIGNMENT

While initial booth reservation is mutually agreed to by Exhibitor and Management, final assignment is the proprietary right of Management. Every attempt will be made to locate the Exhibitor in the booth he or she has reserved. But in extenuating circumstances, the booth can be reassigned without approval of Exhibitor. The Exhibitor shall not assign, sublet or apportion the whole or any part of the space assigned or have representatives, equipment or materials from firms other than his own in the exhibit space without written consent of the management.

## 5. LIABILITY

The Exhibitor is entirely responsible for the space occupied by him and shall not injure, mar or deface the premises. The Exhibitor shall not drive nor permit to be driven, any pins, nails, hooks, tacks, or screws in any part of the Building(s). Furthermore, Exhibitor shall not affix to the walls or windows of the Building(s) any advertisements, signs, etc., or use adhesive type material on painted surfaces. Automobiles, trucks and similar conveyances shall have drip pan and/or protective material under them to safeguard the floor from oil stains, etc., and all landscaped areas must have a similar barrier under to safeguard the floor. The Exhibitor agrees to reimburse the Management and/or the Facility for any loss or damage occurring to the premises or equipment.

## 6. PARTICIPANTS

This agreement does not reserve for, nor guarantee to, the Exhibitor any space, a specific area or space priority, right of first refusal or any other manner of participation in any future show.

## 7. ALL EXHIBITS MUST COMPLY WITH ALL CITY, STATE AND FEDERAL LAWS, ORDINANCES, REGULATIONS AND FIRE MARSHAL INSTRUCTIONS. ANY AND ALL CITY, STATE OR FEDERAL LICENSES, INSPECTIONS OR PERMITS REQUIRED BY LAW OF ANY EXHIBITOR IN THE INSTALLATION OR OPERATION OF HIS DISPLAY SHALL BE OBTAINED BY THE EXHIBITOR AT HIS OWN EXPENSE PRIOR TO THE OPENING OF THE SHOW. EXHIBITORS MUST HAVE IN THEIR POSSESSION AT THE SHOW ANY LICENSES OR PERMITS REQUIRED BY THE CITY OR THE STATE.

## 8. CONSENT TO USE OF EXHIBITOR'S LIKENESS

Exhibitor hereby consents to Management's royalty-free use of visual and audio reproductions of Exhibitor and its employees and exhibit(s) including without limitation recordings, photographs, video tapes, film and other images or likenesses for the purpose of Management's advertisement and promotion of this and future shows.

## 9. DISPUTES BETWEEN EXHIBITORS

Management shall have no responsibility for settling any dispute between Exhibitors, and Exhibitors expressly release Management from any liability for any disputes between Exhibitors, including, but not limited to, violations of unfair trade practice laws or patent or copyright laws by any Exhibitor.

## 10. EXHIBITOR'S MANUAL

The Exhibitor's Manual, as established in writing for all Exhibitors by Management, is part of this agreement.

## 11. EXHIBITOR'S MUSIC

Live or taped music is prohibited as part of an exhibit or display without written permission from an appropriate music licensing source (i.e. BMI, ASCAP). Evidence of such an agreement must be available for review upon request. In the event written confirmation cannot be documented, the vendor agrees to cease playing the music.

## 12. NOISE CONTROL

The use of any sound equipment is prohibited unless approved by Management. Any electronic equipment or machinery which is determined to be detracting from other exhibits will not be permitted.

## 13. SECURITY

Security will be provided to patrol during show and after show hours. The exhibit hall must be vacated within one-half-hour after show closing. Exhibitors will be allowed to enter the exhibit hall upon presentation of a properly signed exhibitor pass only. While ample security is available during

both move-in and move-out hours along with show hours, it is always wise and prudent to man your booth (at least one person) at all times during the complete run of the show to insure additional protection of equipment and valuables. Management is not responsible for theft or damage of property.

## 14. INSURANCE

Insurance will be purchased by Management as required by Facility. Insurance coverage does not include exhibit areas and the Exhibitor holds Management and Facility harmless from all claims arising with the contracted exhibit areas.

## 15. BOOTH CONTRACT

The exhibit space contract upon receipt by Management shall constitute a valid and binding contract. If due to circumstances beyond the control of Management, the show should be cancelled, the contracted Exhibitor shall waive any claims for damages or compensation.

## 16. COLLECTION

If suit is instituted to collect past due amount, Exhibitor agrees to pay actual costs and expenses of collection in addition to court costs and reasonable attorney fees and interest at the maximum rate allowable by law.

## 17. UNOCCUPIED SPACE

In the event an exhibitor has failed to occupy the space contracted for at least 3 hrs. prior to show, Management shall have the right to utilize such space in any manner he chooses. This will in no way release the contracted Exhibitor nor shall a refund be in order.

## 18. CANCELLATION

If payment in full is not received by the Show Producer by 6 weeks prior to show, the only payment acceptable will be cash, money order or cashier's check. A written notice of cancellation is required no later than 6 weeks prior to show. Exhibitor is responsible for full payment of booth space contract if not cancelled in writing by 6 weeks prior to show.

## 19. RIGHT TO REFUSE

Management reserves the right to review and reject any application for exhibit space.

## 20. REPRESENTATION

No representations or warranties have been made or upon which Exhibitor is relying unless its representations or warranties have been reduced to writing and signed by Management.

## 21. EXHIBITOR'S INSURANCE

Exhibitors shall carry and maintain during the time period of any show in which he exhibits, including move-in and move-out days, and at his or her sole cost and expense: worker's compensation, personal injury, theft, and property damage coverage under a policy of general public liability insurance. Exhibitor warrants that by signing this contract, he or she has compiled specifically with insurance requirements of this contract.

## 22. FAILURE TO PERFORM

Should the Exhibitor fail to observe any of the terms of this agreement or any of the rules and regulations as set forth by Management, he or she may be prevented from further exhibits therein with forfeiture of exhibit space rental. Management shall not be responsible to Exhibitor for any financial loss arising out of Exhibitor's use of fairgrounds. Exposition grounds or Exposition policy - including power interruptions, utility failures, terrorism, bomb threat or undue "acts of God" (i.e. flood, fire, earthquake).

## 23. SALES LICENSES

Exhibitors who plan to sell merchandise on the premises in a cash and carry fashion are responsible for complying with State and City licensing and tax requirements. Information can be obtained prior to the show by contacting the proper licensing agency.

## 24. AMENDMENTS

The Management retains the full power to interpret and amend these rules and retain sole and unconditional discretion to make decisions regarding all situations which may arise that are not explicitly outlined in the terms of participation or the exhibit space contract.

25. Exhibitor hereby covenants, warrants and agrees that Exhibitor will hold Management harmless from any and all liability arising out of or related to the maintenance, use or transport of any automobile, mobile equipment but not limited to pallet movers, forklifts, cranes, etc.

26. Exhibitor covenants, warrants and agrees to hold Management harmless from any liability arising out of or related to the use, discharge, dispersal or escape of any type of pollutants or waste (i.e. pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste).

27. Exhibitor hereby covenants, warrants and agrees to indemnify and hold Management harmless, including the payment of reasonable attorneys fees, from any and all claims or damages arising out of, related to or resulting from the act or failure to act by Exhibitor or Exhibitor's employees, agents, and officers, as well as Exhibitor's conduct and activities and which arise out of or relate to any product, service, or statements made by Exhibitor of Exhibitor's authorized agents or employees.