

TERMS AND CONDITIONS

1. USE OF SPACE

- a. **LIABILITY** — The Exhibitor is entirely responsible for the space leased by him and shall not injure, mar or deface the premises and the Exhibitor shall not drive, nor permit to be driven any nails, hooks, tacks or screws in any part of any building. Furthermore, Exhibitor shall not affix to the walls or windows of building any advertisement, signs, etc., or use Scotch tape, masking tape or any other adhesive-type materials on painted surfaces. The Exhibitor agrees to reimburse the facility, and/or decorator, for any loss or damage to the premises or equipment occurring in the space leased to the Exhibitor. Show management and their sponsors shall not be liable for failure to perform its obligations under this contract as a result of strikes, riots, acts of God, or any other causes beyond its control.
- b. **AISLES** — The aisles, passageways and overhead spaces remain strictly under the control of the Management, and no signs, decorations, banners, advertising matter or special exhibits will be permitted in them except by special written permission of the Management. **All exhibits and their personnel must remain within the confines of their own spaces** and no Exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view, occasion injury or disadvantageously affect the display of other Exhibitors. No interference with the light or space of another Exhibitor will be permitted.
- c. **SPACE** — The space contracted for is to be used solely for Exhibitor whose name appears on the Contract, **and it is agreed that Exhibitor will not sublet** or assign any portion of same without the written consent of the Management. In the event Exhibitor fails to occupy or use his space or to have his exhibit completed and in place by the opening of the show, he shall forfeit his right to the space, all prepaid rents, and upon demand pay any rental balance owing to Management. In the event Exhibitor fails to occupy the exhibit space contracted before 8:00 a.m. on the first day of the Show, Show Management shall have the right to utilize such space in any manner it chooses. This will in no way release Exhibitor from its obligations nor shall Exhibitor be entitled to a refund. Space may be re-sold with no refund.
- d. **ALL DEMONSTRATIONS** or promotional activities must be confined within the limits of the purchased space. Noise resulting therefrom must not interfere with the other exhibitors.
- e. **RESTRICTIONS** — The Management reserves the right to restrict or remove exhibits, without refund, that may have been falsely entered, or may be deemed by the Management unsuitable or objectionable. This restriction applies to noise, P.A. systems, persons, animals, birds, things, conduct, printed matter, or anything of a character that might be objectionable to the show or the Management.
- f. **MUSIC** — Exhibitor agrees that it shall not perform nor have performed for it or on its behalf, either live or by mechanical means of playing by radio, television, VCR, phonograph, compact disc, cassette or any other means, nor transmit by any means, any copyrighted musical composition, at the Annual Holiday Food & Gift Festival® or at any official function which is part of, affiliated with or held in conjunction with the Annual Holiday Food & Gift Festival® unless Exhibitor shall first have obtained from the owner of the copyrights of all music to be performed, or from an agent of the owner legally authorized to grant permission, license or other proper authorization for the public performance of the copyrighted music to be performed, authorization and permission for Exhibitor to publicly perform the copyrighted music at the Annual Holiday Food & Gift Festival.® Exhibitor shall provide producer no later than ten business days prior to the opening date of the Annual Holiday Food & Gift Festival® with a copy of each such document authorizing Exhibitor to publicly perform copyrighted music at the Annual Holiday Food & Gift Festival.® If Exhibitor has not provided copies of such documents to producer as provided herein, Exhibitor agrees that it shall not perform or have performed on its behalf, by any means, any copyrighted music at the Annual Holiday Food & Gift Festival.®
- g. **OFFENDERS** will be asked to leave the area if any of the above are violated: and, as an exhibitor offender no refund will be given.

2. RULES FOR EXHIBITS:

- a. **ALL BOOTHS** and decorations **MUST** concur with the facility regulations, city ordinances and local fire codes. Any violations may result in the removal of any materials found to be in violation. **Materials for booth decorations and construction must be fire retardant.** Contact the Fire Marshal if at all in doubt.
- b. **INSTALLATIONS** — Any special carpentry, wiring, electrical or other work, gas, steam, water or drainage connection shall be installed at Exhibitor's expense.
- c. **LICENSES** — Any and all City, Municipal, State or Federal licenses, inspections or permits as 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.

- d. **RIGHTS OF MANAGEMENT IN EVENT EXHIBITION IS NOT HELD** — Management shall not be liable for any damages or expense incurred by Exhibitors in the event the show is delayed, interrupted or not held as scheduled; and if for any reason beyond the control of the Management, the Show is not held, Management may retain so much of the amount paid by Exhibitors as is necessary to defray expenses already incurred by the Management.
 - e. **MERCHANDISE REMOVAL** — No merchandise will be permitted to pass out of the building without approval by the Management during the life of the show. **No exhibits, or part of exhibit, may be removed until after the closing hour of the last day of the show.**
 - f. **SECURITY FOR RENTAL** — Failure on the part of the Exhibitor to pay the rental as specified under the contract shall entitle Management to seize all merchandise, materials, and exhibits displayed by the exhibitor at the within described show and to retain the same as security for any unpaid rental amount owing hereunder. Upon the expiration of seven days after such seizure, Management shall have the right to dispose of same without notice to the Exhibitor in such manner as Management, in its absolute discretion, deems appropriate, whether by public or private sale in the manner determined solely at Management's discretion, and without any obligation on the part of Management to effect any manner of publication respecting the date or any details or information as to when or how such sale is to be carried out.
 - g. **AMENDMENTS** — Exhibitor agrees to abide by decisions of the Management concerning all matters pertaining to the administration and success of the Show which are not specifically stated.
 - h. **ATTORNEY FEES** — In the event suit or action is brought by Showcase Productions, Inc. under this agreement to enforce any of its terms, it is agreed that Showcase Productions, Inc. shall be entitled to reasonable attorneys' fees and costs to be fixed by the trial and appellate courts.
 - i. **ALCOHOLIC BEVERAGES** — Exhibitors and their employees, agents and guests shall not consume any alcoholic beverages except in designated areas. Violation shall be grounds for removing Exhibitor and his exhibit from the Show without refund.
- 3. SECURITY AND INSURANCE** — We wish to provide the tightest security possible for the protection of your exhibit properties. **However, neither Showcase Productions, Inc., the facility management nor our insurance company are financially liable for any losses, damages or "mysterious disappearance" of any kind.** We recommend all exhibitors contact their insurance agents to confirm proper coverage of exhibit materials. (Please read carefully the coverage provided by decorators and shipping companies to determine if additional coverage is necessary.) Any additional security must be arranged by the Exhibitor at his own expense.
- 4. CANCELLATION AND REDUCTION POLICY** — **Any cancellations or changes MUST BE IN WRITING and received by our office no later than July 15, in the year the show is held. Upon written request, refunds will be made, less a \$100 handling fee per booth. After cancellation date above, NO REFUNDS are allowed. If the total space rental charges are not received in our office by July 15, in the year the show is held, then booths requested may be sold to another exhibitor, with no money refunded.**
5. **GENERAL** — Exhibitor badges may be picked up at the Show Office during move-in. Your business card will be placed in a plastic cover. Therefore, PLEASE bring your business cards.
 6. **LIABILITY** — Neither Showcase Productions, Inc. (the corporation producing the Annual Holiday Food & Gift Festival®), the facilities, the states in which the shows are held, nor their representatives, nor any member of the above named will be responsible for any injury, loss or damage that may occur to the Exhibitor or the exhibitor's employees or property from any cause whatsoever. The Exhibitor, on signing the contract, expressly releases the aforementioned from any and all claims for such loss, damage or injury. The Exhibit floor, will be locked during the time that exhibits are not being shown, and security guards will be on duty in the hall.
 7. **COMPLETE AGREEMENT** — This agreement contains all the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.
 8. **CHECK POLICY** — There will be a \$25.00 handling charge for any check returned for any reason. **Two (2) weeks prior to a show only cash or certified funds will be accepted.**
 9. **FAXES AND E-MAILS** — By signing this contract, the signor and/or the company represented expressly requests and will accept e-mails and/or faxes from Showcase Productions, Inc., Holiday Food & Gift Festivals, or any other business entities of Showcase Productions, Inc., and it's employees.