

BASIC TERMS & CONDITIONS

All exhibits and exhibitors are subject to the following rules and regulations. The words "Management" or "L&F" used herein refer to Show management or L & F Enterprises LLC acting through its agents or employees in the management of the Show. This contract exhibit space, when properly executed by the Exhibitor and Management, shall be considered a binding agreement between the two parties.

- 1.) **Character of Exhibits.** The Exhibitor agrees to display only new products or services sold in the regular course of business and as described in this contract. Each exhibit must comply with all applicable laws, codes and ordinances. Exhibits shall be dignified in character and, in the judgment of Show management, not offensive to the general public. The Show Management reserves the right in its sole discretion to reject and/or remove any exhibit or portion of exhibit not in keeping with this rule or purpose of the show.
- 2.) **Subletting of Space.** Exhibitors shall not assign, sublet, or apportion any exhibit space to another Exhibitor in whole or in part. Any successor or assignee of Exhibitor shall have no right to exhibit without the express written consent of the Show Management.
- 3.) **Payment for Space.** If payments are not made on a timely basis, Show Management shall have the right to do one of the following: (a) Terminate the contract; (b) Reduce the size of the exhibit space; or (c) Collect the contracted amount. Exhibitors with outstanding payments due prior to Show set-up will not be permitted to move on Show site. All exhibit space money shall be retained by L&F in the event the Exhibitor fails to fulfill or violates contract or withdraws from the Show, and the parties hereto shall have no further liability to one another. All uncollectible checks will be subject to a \$25.00 service charge.
- 4.) **Installation of Exhibits.** Installation of exhibits will be completed according to the schedule established by Management and reano later than one hour prior to Show opening. Moving of exhibits after Show opening is prohibited. Exhibits shall be maintained intact and attended during all regular Show hours. Exhibits shall be installed, maintained and removed in the safest possible manner.
- 5.) **Removal of Exhibits.** Exhibits must be removed by 10:00PM on the final day of the Show or as otherwise directed. If not timely removed, Management reserves the right to hold Exhibitor responsible for all costs incurred caused by untimely removal. Exhibits will not be permitted to leave the Show site at any time after installation until the final closing of the Show.
- 6.) **Signs & Displays.** All signs and displays shall remain within the Exhibitors space, and must be designed and constructed as to not detract from other exhibits.
- 7.) **Music and Other Media.** Radios, TV's or the like of which, in the opinion of Management, is of sufficient volume to be annoying to neighboring exhibitors or to the public will not be permitted. Also, Exhibitor shall indemnify and hold Management harmless for all claims and/or damages arising from its failure to obtain licenses for recorded live music or other media played in its exhibit space.
- 8.) **Fire Hazards.** Explosives and inflammable materials which conflict with insurance underwriting of Fire Department guidelines must be excluded. All exhibits must be in compliance with ordinances and laws of the city and state in which the Show is held.
- 9.) **Service.** All services, equipment, electricity, furniture and furnishings provided to the Exhibitor shall be paid for by the Exhibitor, unless otherwise stipulated by Management, and shall normally be obtained through an independent service contractor.
- 10.) **Insurance & Liability.** Neither Management, Sponsors, Facilities nor their representatives will be responsible for any injury, loss or damage, that may occur to the Exhibitor or to the Exhibitor's employees or property from any cause whatsoever, prior, during or subsequent to the period covered by the exhibit contract, and the Exhibitor on signing the contract expressly releases the above named corporations or individuals from any and all claims and all loss, damage or injury whatsoever. Exhibitor will provide proof of liability and employee compensation insurance to Management prior to the Show; said liability and employee compensation policies shall include coverage of both the general public and employees attending the exhibit.
- 11.) **Eventualities/Destruction of Premises.** In case the Show site or Facilities shall be destroyed by fire, the elements, another cause or in case of war, government regulations, or any other circumstance whatever, which shall make it impossible for Show Management to permit the contracted space to be occupied by the Exhibitor, this contract will terminate and the Exhibitor shall waive any claim for damages or compensation except for the pro-rated return of the amount paid for space contracted, diminished only by the amounts expended to produce the Show.
- 12.) **Responsibility.** Additional information or exhibitor manual pertaining to Exhibitors Show responsibilities is included as a binding part of this contract; its rules and regulations must be adhered to.
- 13.) **Taxes.** Exhibitor assumes the entire responsibility for and shall hold harmless the Facilities, Management, and Sponsors, their agents or employees from all local, state and federal taxes associated with sales activities relating to its exhibit.
- 14.) **Rules of Exhibit Facility.** Rules published by the owner or operator of the facility in which the Show is located, are incorporated herein by reference and made a part hereof. Such rules will be distributed upon request.
- 15.) **Space Accessibility.** In accordance with Title III of the Americans with Disabilities Act (ADA), Exhibitor is responsible for making its exhibit accessible to the disabled, and must indemnify and hold harmless the Show Facilities, Management, its agents and employees, to use the Exhibitors name to promote the Show and to solicit other exhibitors for this and other Shows.
- 16.) **Use of Exhibitor's Name.** Exhibitor authorizes Management, its agents and employees, to use the Exhibitor's name to promote the Show and to solicit other exhibitors for this and other Shows.
- 17.) **Amendments.** Management will have the full power in the interpretation and enforcement of all contract rules and regulations contained herein, and the power to make amendments thereto, and such further rules and regulations as shall be considered necessary for proper conduct of the Show.