

**TERMS AND CONDITIONS;**

**1. CHARACTER OF EXHIBIT** - (a) Exhibit only products listed on contract. If no products are listed on the contract, **Ultimate Events, Inc. herein after referred to as Show Management** reserves the right to prohibit any exhibit or part thereof which, in their opinion, violates the agreement, or is any way not suitable to and in keeping of the character of the Show.

**2. MOVE IN & MOVE OUT** - (a) All Assigned Exhibitors may begin move in on the scheduled move-in day(s). All Exhibitors must check in at the Check-In Desk before placing any items on the show premises. No person(s) shall be allowed in the building without a set-up badge or an Exhibitors badge, which are only available at the Exhibitor Check-In Desk, (b) All booths must be completely set up by 10:00 pm on the night before the show opens. Booth must be manned all hours of the Show unless show management has issued a written variance. (c) All Exhibitors not moved into booth space by the opening of the event are liable to forfeit space, any deposits, and be responsible for the entire booth rental cost(s). Show Management is free to reassign or re-rent any space without obligation to Exhibitor for any refund whatsoever. (d) Move Out begins at 5:00 p.m. on Sunday. Any Exhibitor found packing or moving merchandise before this time forfeits all rights to attend any future shows. (e) All merchandise and booth exhibits must be removed from the premises by Noon on Monday.

**3. INSTALLATION & REMOVAL** - (a) No Exhibitor shall use any nails, tacks, brads, staples, screws, bolts, glue, paste, tape, or any other fastening or anchoring device in or on the walls, floors, columns, doors, ceilings, or any other part of the Show grounds. (b) No Exhibitor shall fasten any wires, rope, string, or thread to any part of the Show grounds for displaying signs, literature or merchandise without first securing Show Management permission in writing.

**4. BOOTH RESTRICTIONS AND AISLE INTEGRITY** - (a) Show Management reserves the right to restrict exhibits due to noise, smoke, method of operation, or for any reason that becomes objectionable. Show Management shall prohibit or immediately evict any exhibit, which in the opinion of Show Management may detract from the general character of the Show. This includes persons, things, conduct, printed matter, or anything Show Management judges to be objectionable. Surveys of any type other than those approved in advance by Show Management are strictly prohibited. In the event of such restrictions or evictions, Show Management shall not be liable for any refunds, assessments or any other expenses. (b) All Exhibitor products and display materials must be confined to the actual limits of the assigned space. Due to fire regulations, no displays or any part of a display may extend into the aisles or other Exhibitor display areas. (c) There will be no merchandise, flyers or posters shown or distributed outside the assigned space. If an Exhibitor is found working outside of assigned Space, the Exhibitor and entire display will be removed from the Show grounds.

**5. LIMITATIONS AND LIABILITY** - Exhibitor covenants and agrees to defend, indemnify and hold harmless Ultimate Events, Inc.; the facility; and the service contractors; from any and all liability or expenses arising out of, or connected with; any injury to any person while in the Exhibitor's exhibit area. Nor will Show Management be held liable for loss; theft; damage; or injury to property resulting directly or indirectly from any act or omission of Exhibitor; Show Management; or facility. Failure of Exhibitor to comply with the terms and conditions of the contract; of Show Management show rules and regulations; or of the terms of the written lease entered upon by and between Show Management as lessee, and the facility, as leaser, or the rules and regulations of leaser, the ordinances of that city and county of the event, or of the laws of the State of California, the State of Utah, the State of Colorado, or of the United States is expressly prohibited.

**6. CANCELLATION DUE TO ACTS OF GOD, ETC.** - Show Management shall not be responsible for failure to perform any of its obligations hereunder in the event the premises in which the Show is to be held; which shall be the sole judgment of Show Management; is unfit for occupancy as a result of strikes; lock outs; acts of God; inability to obtain labor or materials; government action of whatever nature; war; civil disturbance; fire; unavoidable casualty or other causes whether similar or dissimilar beyond the control of Show Management; and which cannot be overcome by diligence. In the event of the termination by Show Management as a result of the aforesaid causes, the Exhibitor expressly waives such liabilities and releases Show Management of all claims for damages and agrees Show Management shall have no obligation to Exhibitor **except to reschedule the event within 375 days of original date of event.** The exhibitor shall not make any claim; demand; or take legal action whatsoever against Show Management; the Show sponsors; or the facility in which the show is held for any loss; damage; or injury howsoever caused to the Exhibitor; its officers; directors; agents; representatives; and employees or their respective property.

Initials required \_\_\_\_\_

**7. INSURANCE** - Each Exhibitor MUST carry his/her own risk insurance on his/her property and must be covered by extended public liability insurance. Neither the exhibit facility; Show Management; nor any of its service contractors will be responsible for loss or damage of any merchandise while in transit to or from the event or while at the facility. Exhibitors must carry their own insurance through their own resources and at their own expense.

**8. PERMITS AND RULES** - Exhibitor agrees to abide by all rules and regulations of Show Management; the facility in which the event takes place; and all union and labor contracts providing service to the facility. Exhibitor also agrees to maintain at ones own expense, any licenses or permits that are required during the term of the event, including health permits if so required. Exhibitor further agrees to pay all taxes, including all applicable sales taxes. **Any Exhibitor planning to serve or give food items must first receive written permission from Show Management, and the food vendor of the facility and pay any applicable charges.**

**9. SECURITY** - Exhibitors wishing additional security, beyond security supplied by Show Management must obtain and pay for this security at their own expense. Exhibitors are responsible for their property and Show Management; the exhibit facility; and service contractors hired by Show Management; do not accept any responsibility for loss or theft.

**10. VENDOR CANCELLATIONS, WITHDRAWALS, REDUCTIONS, FAILURE TO OCCUPY SPACE**

Exhibitor who cancels or withdraws from event after original contract has been signed and/or a deposit has been made (stating intention to exhibit), for any reason, forfeits all monies paid as liquidated damages. The Exhibitor agrees to be legally obligated to remit any unpaid balance on such assigned space. Show Management reserves the right to rent to another Exhibitor or to eliminate or to maintain vacant the space without obligation to the Exhibitor. **Any Exhibitor who reduces the size of space after the contract is signed or payment has been made (stating intention to exhibit) is subject to a 25% penalty.** Space not occupied by 9am on the morning of the opening day of the event, is considered cancelled and forfeited by the Exhibitor and subject to the above provisions.

Initials required \_\_\_\_\_

**11. COLLECTION OF PAYMENT** - Should an Exhibitor's check be returned to Show Management due to non-sufficient funds or any other reason, the Exhibitor will be liable for a **returned check fee of \$50.00**, collection fees and attorney's fees incurred by Show Management in pursuit of collection of the monies owed. Further, the Exhibitor will be charged and liable to pay interest on the balance owed at a rate of 10% a month from the date the amount was due until it is paid in full. All space rents and any other Exhibitor expenses are due and payable 60 days in advance of the Show. If for some reason all monies are not paid by 14 days prior to the Show, any balances must be paid in cash, cashiers-check or credit card ONLY! Checks will not be accepted.

Initials required \_\_\_\_\_

**12. BOOTH HEIGHT AND RESTRICTIONS** - The maximum height of any back wall is 8 feet, including the sign. If display is higher it must be in a booth placed against a wall and approved in writing by Show Management in advance. Side rail heights may not exceed 3 feet for a distance of 6 feet from the aisle unless placed so it does not disturb the view of another Exhibitor's booth. Unfinished or unsightly portions of a booth exposed to view must be draped or finished. Any portion of the exhibit bordering another space must not carry any identification signs that would detract from the adjoining exhibit.

**13. SUBCONTRACTING OF SPACE** - No Exhibitor shall be permitted to subcontract assigned space. Only one company per exhibit space contract will be permitted to lease space. Vendor may display and sell only those items listed on the contract and pre-approved by show management. Violation of this rule will result in forfeiture of space fees and expulsion from the Show.

**14. SIGNAGE AT BOOTH** - An identification sign - 7" x 42" cardboard with up to 22 letters, is included with booth space rental, as long as Show Management receives a deposit at least 14 days prior to the event. Show Management is not responsible for any mistakes in signage; best effort will be made to supply a correct sign. A sign has a limit of 22 spaces, and it must be an identification sign, not a slogan or other sales tool. Only one sign is supplied per Exhibitor occupying one or more booths. If additional signage is required, it can be purchased separately for an additional fee upon Show Management discretion.

**15. EXCLUSIVITY** - Show Management will in no manner guarantee exclusive rights to sell a product or service at any event. All efforts will be made to limit the amount of exhibits of like products, but exclusive rights cannot be offered or guaranteed.

Initials required \_\_\_\_\_

**16. ELECTRICITY, WATER, OTHER FURNISHINGS** - Exhibitors are responsible for any and all electrical charges; power utilities; water; or other services as needed. Electrical hookups are available through the facility Electrical Contractor, and are subject to their charges, any furnishings customarily required by the Exhibitor will be available through the official Show Decorator. Water, when available, is at the discretion of the facility and can be limited and charged for and in certain areas not available at all. Please check with Show Management for further information.

**17. SHOW PHOTOGRAPHY** - Photos are taken by authorized person(s) during show hours for the purpose of advertisements and show programs. By participating in these events, exhibitor agrees to photography of exhibit booth and all items and persons within exhibiting booth.

**18. Non-Guarantees**- Show Management makes no representation or warranty regarding the success of the show, including but not limited to, attendance, Exhibitor participation, weather, or the success of Exhibitor's display.

Initials required \_\_\_\_\_

**All terms and Conditions have been read and agreed to by:**

Company Name \_\_\_\_\_

Authorized Agent \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Please note that items #6, #10, #11, #15 & #18 must be initialed in order to complete contract.**