

Boulder Wedding Showcase Terms & Conditions

By checking the "I agree to the Terms & Conditions" check box on the registration form page, you are agreeing to the below rules and regulations:

Vendor Booth Space / Restrictions / Safety Issues:

All displays erected for the show must be free standing and may not exceed the boundaries of exhibit space. If vendor exceeds the boundaries of their vendor booth space, management reserves the right to require exhibitor to remove any display items outside of their booth boundaries. If Show Management determines that a display which exceeds the boundaries of exhibit space neither detracts from the character of the show, nor infringes upon the exhibit space of another vendor, Show Management may offer exhibitor the option of upgrading to a booth space with boundaries that encompass the space occupied. Payment for upgraded space is due upon acceptance of upgrade. Exhibit Space Boundaries:

3' tabletop display - tabletop display only, with a 3' cabaret table

4' table booth - 6'x4' exhibit space, with a 4' table

6' table booth - 8'x4' exhibit space, with a 6' table

8' table booth - 10'x4' exhibit space, with an 8' table

8' and 6' tables booth - custom booth

You are not required to have a table in your exhibit. You may choose to have a smaller table in your booth space, but not a larger one. Exhibitors are prohibited from attaching anything to walls, railings, windows, or fixtures of show facility. Exhibitor shall leave space occupied by them in the same condition as at the time when first occupied. Show management reserves the right to restrict displays which, because of noise, height, or method of operation, interfere with other exhibitors, and to prohibit or remove such displays and/or personnel which in the opinion of Show Management become objectionable and/or detract from the character or appearance of the Show. The use of audio and/or video equipment is an exception to the rule, not a right, and Show Management reserves the right to determine at what point audio and/or video constitutes interference with others and must be discontinued. Exhibitor is charged with having knowledge of and compliance with all laws, and regulations pertaining to licensing, sales tax, health, fire prevention, public safety, copyright, and the Americans With Disabilities Act. Exhibit materials, decorations, and display items must be fire safe. If an exhibit does not comply with

these regulations, or otherwise presents a hazard or danger, Show Management may remove the exhibit with no liability for refund of exhibit fees.

Limitations on Sharing of Booths and Distribution of Promotional Materials:

Exhibitors will be permitted to demonstrate products and/or services, solicit orders, and distribute advertising materials (including but not limited to signs, literature, or business cards) only from their assigned exhibit space, and only for products and/or services which are provided in the exhibitors normal operation of business.

Distribution of display or advertising materials from non-exhibitors, and distribution of advertising materials in aisles, registration areas, lounges, seating areas, or grounds of show facility is prohibited. Show Management reserves the right at its sole discretion to determine if a breach of this clause exists. Exhibitor may not assign its contract for exhibit space or permit any other person or company to use any part of such space. Exhibitor agrees to be held liable for any unauthorized use of its exhibit space and that the damages to Show Management resulting from each unauthorized use will be set at a dollar amount equal to the fee for the Exhibitor's space in the show.

Care of Premises:

Neither Exhibitor, nor its guests or clients will cause damage to the premises, or permit anything to be done whereby the premises will in any manner be injured, marred, or defaced. Exhibitor will not make, or allow to be made, any alteration of premises. The premises shall be inspected before and after the Event to ascertain any damage, which might have occurred during the event or during pre or post production for the event. Client agrees to indemnify Boulder Theater and/or Rembrandt Yard (Whichever building such damage occurred in) for any damage to the buildings, furniture, or fixtures, including, but not limited to, any damage to the concert hall, seats, walls, dressing rooms, stage, flooring, carpets, art work, windows, furniture, and appliances. Artwork and furniture may not be moved by anyone other than Show Management, and nothing shall be placed against, attached to, or in any way come in contact with artwork.

Liability and Indemnification:

Reasonable precautions will be taken by Show Management to protect persons and property during the show, however, neither Show Management, show facilities, nor representatives of any of the same, shall be responsible for the personal safety of the Exhibitor or its representatives from injury, nor for the safety of the property of the

Exhibitor from damage or theft. Exhibitor waives all claims of every kind against Show Management, show facilities, and representatives of the same including, without limitation, all claims for damages based on personal property damage, destruction, loss or theft, personal injury or death, and any other act or failure to act of Show Management. Exhibitor agrees to indemnify and hold Show Management harmless from all claims, including expenses, damages, costs, and attorney's fees, by Exhibitor, Exhibitor's agents, employees, contractors, or by any other person, arising out of any act or omission in any way related to Exhibitor's participation in the show.

Emergency Situations:

In the event of, and including, but not limited to any fires, strikes, wars, or acts of God, or other emergency prevents the show from being held, Show Management may retain such part of Exhibitor's rental as shall be required to compensate management for all expenses incurred up to the time such contingency shall have occurred.

Payment Terms / Cancellation Policy:

Exhibitor shall not be permitted to bring any equipment or display material into the show without prior full payment of exhibitor fees. If payments are not made in accordance with the due dates specified within this agreement, Show Management may terminate this agreement and reassign space to another Exhibitor. Exhibitor shall pay a fee of \$20.00 if any check presented for payment is returned by bank. If exhibitor chooses to pay by credit card they will be charged a \$30 processing fee. Cancellations received in writing 60 or more days prior to the event will be accepted, and one-half of the deposit shall be refunded. No refunds will be issued for cancellations received within 60 days of the event. Show management reserves the right to cancel this Exhibitor agreement for any reason by giving 15 days written notice to the Exhibitor. In the event that Show Management cancels this agreement, the liability of Show Management shall be limited to a return of any amounts paid by Exhibitor without interest or penalty, subject to the above terms and conditions.

Exclusivity and Limitation of Exhibit Categories:

Show Management reserves the right to determine the eligibility of any company to exhibit in the show and further reserves the right to reject or cancel any application and / or limit the number of exhibitors in any category. Misrepresentation of category by Exhibitor during show application will result in Exhibitor's application being rejected.

Booth Space Assignment:

Show Management will make best efforts to assign the exhibit size and location of Exhibitors choice, however, Show Management reserves the right to alter the show floor plan and/or reassign the location of Exhibitor. In the event of relocation of Exhibitor's space, Exhibitor will receive a refund of the cost differential, if any, between the original and relocated exhibit. Exhibitor agrees that Show Management shall not be liable to exhibitor for any loss or damage suffered by exhibitor by such reason of such relocation.

Attendee List:

A list of attending brides will be made available to Exhibitors only, and is not included with bridal bag inserts. Exhibitor agrees that the list shall remain the property of Show Management, and Exhibitor agrees not to sell, lend, or otherwise transfer the list to any other business or individual for any reason. Exhibitor agrees to be held liable for any unauthorized use of the list and that the damages to Show Management resulting from each unauthorized use will be set at a dollar amount equal to the price of Exhibitor's space in the show.

Bridal Bag Inserts:

With the purchase of a bag insert, we will include one piece of vendor provided advertising material. Materials to be provided at vendors cost, and must be dropped off at Rembrandt Yard no later than 1 week before date of show. Bag inserts do not include leads from show.

Conflicting Agreements:

The agreements between Show Management and Show Facilities, service contractor, and labor organizations shall supersede the agreement between Show Management and exhibitor.

Publicity / Use of Photos or Video:

Exhibitor agrees that Show Management may list the Exhibitor in show promotional materials for this, and any future shows, and use photography and/or video taken at the show for publicity purposes without compensation to Exhibitor.

Arbitration:

In the event of any dispute between or among any of the parties concerning the construction or interpretation of this contract or the performance or breach of any party, the dispute shall be resolved by binding arbitration subject to the rules and procedures of the American Arbitration Association then pertaining, except as follows:

- A. The site of the Arbitration shall be Boulder, Colorado.
- B. There shall be three (3) arbitrators whose majority decision shall be final.
- C. The arbitrators shall be bound to apply and follow the laws of the State of Colorado as they exist by statute, court decision and otherwise.
- D. The arbitrators shall not be empowered to award attorney's fees, costs and expenses of arbitration to any party. Arbitration shall commence by the written demand of any party, served upon the other party as notice is required to be served under this Contract.

Online Agreement:

For the convenience of the Exhibitor, Show Management will accept a check in the box labeled "I have read and accept the terms & conditions" on the online application as submission of this agreement. The parties agree that this electronic submission shall be deemed an original document, and fully enforceable there as.

Severability:

If any clause of this agreement is found to be invalid or unenforceable, the remainder of the agreement shall continue in full force and effect without regard to the invalidated clause.