

RULES AND REGULATIONS GOVERNING EXHIBITS AT THE ORIGINAL WEDDING EXPO™

For and in consideration of the fees specified. Chevalier Associates, Inc. (hereinafter referred to as “Show Management”) grants said company (hereinafter referred to as “Exhibitor”) a revocable licence to occupy space in The Original Wedding Expo (hereinafter referred to as “Show”)

Set up and break-down Exhibitors may enter the show facility for the purpose of exhibit setup. Exhibitors must use authorized loading areas and remove vehicles from loading area immediately after unloading. Setup of exhibit must be completed no later than one half hour before Show opening. Should exhibitor fail to occupy its space during the scheduled set up period, show management shall have the right to take possession of said space without liability for a refund of exhibitor fees. Exhibits may not be dismantled or removed before the Show has closed. In the event Exhibitor violates this provision, *Exhibitor shall (a.) forfeit its rights to the list of Show attendees, (b.) be precluded from participation in future shows.* Exhibits must be removed no later than two hours after closing of Show. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Show before conclusion of break down period.

Exhibitor Identification. Exhibitor personnel must wear an official exhibitor badge, which will be provided on the day of the Show (or in advance of the Show, at registration, etc.) Any exhibitor personnel who will arrive after the Show opens to the public must pick up an Exhibitor badge at registration.

Limitation on distribution of promotional items and sharing of booths. Exhibitors may 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 that are provided in the Exhibitor’s normal course of business. *Distribution or display of advertising from non-Exhibitors, and distribution of advertising materials in aisles, registration areas, lounges, stage/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 without the duly signed consent of Show Management.

Exhibit restrictions & safety issues. All displays erected for the Show must be free standing and may not exceed the boundaries of exhibit space. Exhibitors are prohibited from attaching anything to walls, columns, windows, or fixtures of Show facility. Exhibitors 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 or method of operation, interfere with other exhibitors, and to prohibit or remove such displays and/or personnel that in the opinion of Show Management become objectionable and/or detract from the character or appearance of the Show. The use of audio/visual 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, ordinances, 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 danger, Show management may remove the exhibit with no liability of refund of exhibit fees.

Liability and indemnification. Reasonable precautions will be taken by Show Management to protect persons and property during Show hours; however, neither Show Management, Show facility, nor representatives 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 theft or damage. Exhibitor waives all claims of every kind against Show Management, Show facility, 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, whether negligent or not.

Payment terms/cancellation policies. Payments must be made by the date(s) specified in this agreement. If payments are not made when due, Show Management may terminate this agreement and reassign space to another Exhibitor. **All payments are nonrefundable and nontransferable, and space reservations may not be cancelled.** Exhibitor shall pay a fee of \$35 if any check or credit card presented for payment is returned by a bank. In the event of breach of this agreement by Exhibitor, Show Management reserves the right to cancel the agreement without liability for a refund of fees paid. The Exhibitor is considered to be in breach of this agreement if the Exhibitor (1) transfers or attempts to transfer exhibit space to another party; (2) files for bankruptcy or is declared bankrupt; (3) fails to fully comply with the terms and conditions of this agreement. Show management reserves the right to cancel this agreement for any reason by giving 15 days written notice to Exhibitor. **In the event Show Management cancels this agreement, the liability of Show Management shall be limited to a return of up to 50% paid by Exhibitor, without interest or penalty.**

Authority to enter into a contract. The Exhibitor, in signing this agreement, or having same signed by a representative, acknowledges his, her, or their authority to do so and hereby assumes liability for the terms, conditions, and amounts stated herein.

Insurance. Exhibitors desiring insurance on their exhibits must place same at their own expense. Show Management will not be responsible for the safety of exhibits against fire, robbery or accident, or any other destructive cause, or for any injury that may arise to the public leased are or to the Exhibitors or their employees while on the event grounds.

Liability for distribution of edible items. Distribution of samples of food, cake, or other edible items is subject to approval by Show Management and subject to any rules or restrictions set forth by the Show facility. Distribution of alcoholic beverages is prohibited. Exhibitors who distribute items agree to assume all liability, and indemnify and hold harmless Show Management, Show facility, and representatives of the same, for damage or injury which might ensue by reason of such distribution, and must provide proof of liability insurance with limits of not less than \$300,000.

Show cancellation and emergency situations. In the event of adverse weather conditions, fire casualty, disaster, labor disputes, acts of God, or any other emergency situations beyond the control of Show Management, Show Management will, at its discretion, reschedule and/or procure alternate space for the Show. Exhibitor agrees that the terms and condition set forth in this agreement shall apply to any rescheduled date and/or relocation, and Show Management shall not be liable to Exhibitor for any loss or damage suffered by Exhibitor by reason of such rescheduling and/or relocation of the show. Except as specifically provided otherwise in this agreement, should Show Management fail to hold Show as herein provided or to furnish to Exhibitor the space herein described, Show Management shall refund to Exhibitor all amounts paid hereunder and such refund shall be accepted by Exhibitor as complete settlement and discharge of Exhibitor’s claims and demands.

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

Attendee list. A list of attendees will be made available to Exhibitor provided Exhibitor has fulfilled all terms of this agreement. The list will be seeded to enable Show Management to monitor its use. Exhibitor agrees that the list shall remain 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 set at a dollar amount no less than \$3,000.

Collection/litigation. Shall litigation be necessary for Show Management to enforce any condition of this agreement, Show Management, in addition to any damages or relief awarded, shall be entitled to receive interest at the rate of one and one-half percent per month from the date of breach, court costs, and attorney’s fees of one-third of the total Exhibitor fee. Exhibitor agrees that jurisdiction, venue and choice of law shall be in State of Massachusetts.

Conflicting agreements. The agreements between Show Management and Show facility, service contractor, and labor organizations shall supersede the agreement between Show Management and Exhibitor.

Changes and modifications. Any promotion and/or instructional information provided by Show Management to Exhibitor is accurate as of publication; however, Show Management reserves the right to change or modify details of the Show without notice. Show Management may issue additional rules as it deems necessary for the orderly presentation of the show. Any rule may be amended at any time by Show Management provided that such amendment shall not substantially diminish the rights or increase the liability of the Exhibitor.

Americans With Disabilities Act. Any exhibitor requiring assistance under the Americans With Disabilities Act must notify Show Management in writing no later than 30 days prior to Show.

Publicity/use of photos or videos. Exhibitor agrees that Show Management may list the Exhibitor in Show promotional materials and use photography and/or video taken at the Show for publicity purposes without compensation to the Exhibitor.

Faxed and Digital Contracts. For the convenience of the Exhibitor, Show Management will accept submissions of this agreement via fax, or electronic submission (email, pdf, etc). The parties agree that if a signed copy of this agreement is transmitted by any of the above state methods, the copy shall be deemed to be an original document and fully enforceable thereas.

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.

Initial Here: _____ Date: _____