

# 2010 Better Living *Essentials*

## General Rules & Regulations

No solicitation or standing in the aisles.

The exhibitor shall not assign any rights under this agreement or sublet the space without the prior written permission of management, which permission may be arbitrarily withheld. The company name appearing at the exhibitor's booth and signage must be the same company that appears on the contract for space or a representative thereof.

All of the exhibitor's property at the show shall be at the sole risk of the exhibitor and management assumes no responsibility for loss, theft or damage thereto. The exhibitor agrees to occupy the contracted exhibit space during the **full term** of the show and to exhibit only the products described in this contract.

Management reserves the right, in its sole and unfettered discretion to:

(i) determine the eligibility of exhibitors and exhibits for the show, (ii) reject or prohibit or alter or remove exhibits or any part thereof, including printed materials, products, signs, lights or sound, and to expel exhibitors or their personnel if, in management's opinion, their conduct or presentation is objectionable to other show participants and (iii) relocate exhibitors or exhibits when, in management's opinion, such moves are necessary to maintain the character and/or good order of the show.

Management further reserves the right to cancel any exhibit contract and to withhold possession of the space; or expel the exhibitor therefrom if the exhibitor fails to comply with any of the show rules and regulations; in which case the exhibitor shall forfeit as liquidated damages and not as a penalty all payments pursuant to the contract, all without limiting management's other rights and remedies at law as a result of such failure to comply. Management reserves the right to modify or add or delete terms as deemed necessary.

**The exhibitor agrees that no display may be dismantled or goods removed during the entire run of the show but must remain intact until the close of the show.** The exhibitor also agrees to remove his exhibit and equipment from the show building within 2 hours of the show finish, or, in the event of failure to do so, the exhibitor agrees to pay for such additional costs as may be charged.

Management reserves the right to reproduce all photographs, images and likenesses taken during the show for future purposes. No exhibitor shall plan **or advertise for** any type of event, social or otherwise, during the hours of the official show-related events without the permission of Better Living Essentials in advance.

Where the exhibitor offers or provides raffles, donations or other promotional measures that require guests to be present at a specified location or time, or any other unusual promotional plans, they must first be approved by management 30 days before the show date.

Processing of payment by management does not in itself constitute acceptance into the show.

The exhibitor will comply with the rules and regulations of any unionized or non-unionized contractor, which may be selected by management to service the exhibitors. Any dispute between the exhibitor and any such contractor or union representative will be referred to management for resolution, whose decision shall be final and binding on all parties.

The exhibitor is responsible for compliance with all applicable law, bylaw, ordinances, regulations, requirements, codes and standards, including those with respect to fire, safety, health and environment matters and shall ensure that all equipment, materials and goods used by the exhibitor so comply.

The organizers and other participating sponsors are not to be held liable for any injury, loss, burglary, additional expenses, delays or any other irregularities, including strikes, which may be caused by factors beyond their control.

The exhibitor is liable for any damage they cause to the facility or to any property of management, its agents or any other exhibitor.

The exhibitor is responsible for the placement and cost of insurance relating to its participation in the show or, as an alternative, to sign a "Liability Waiver" releasing the show of responsibility due to actions of the exhibitor during setup and show hours. Otherwise, the exhibitor shall obtain and maintain at its own expense during the period commencing on the first move-in date and terminating on the last move-out date, a policy of insurance acceptable to management. The policy of insurance shall name Better Living Essentials Trade Show / Jeanette Wilson as loss-insured and insure the exhibitor against all claims of any kind arising from, or in any way connected with, the exhibitor's presence or operations at the show. The exhibitor shall carry liability insurance of \$2 million with a \$500 deductible. The exhibitor agrees to furnish immediately to management upon request, certificates of insurance pertaining to all policies of insurance carried by the exhibitor together with satisfactory evidence from the insurer of the continuation of such policies. If the exhibitor fails to comply with any of the foregoing, in addition to any other rights or remedies available to management

at law or under these rules and regulations, management shall have the right to take possession of the display space for such purposes as it sees fit and the exhibitor will be held liable for the full contract price for the said space.

The exhibitor accepts all risks associated with the use of the exhibit space and environment. The exhibitor shall not make any claim or demand or take any legal action, whatsoever, against Better Living Essentials or Jeanette Wilson, 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, employees, agents or their property. The exhibitor agrees to indemnify and hold harmless Better Living Essentials or Jeanette Wilson, show sponsors and the facility, their respective officers, agents, affiliates and employees, against all claims, costs and charges of every kind resulting from their occupancy of the exhibit space or its environs, for personal injuries, death, property damages or any other damage sustained by the exhibitor or its officers, agents, employees or those for whom in law they are responsible, or Better Living Essentials / Jeanette Wilson or a visitor to the show.

In the event that the facility in which the show is to be held or is held is destroyed or becomes unavailable for occupancy, for reasons beyond the control of management and sponsors, or if for any reason management is unable to permit the exhibitor to occupy the facility or the space, or if the show is cancelled or curtailed, management and sponsors will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the exhibitor may suffer. The reasons listed include, but are not limited to, such reasons as casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake, war or other Acts of God, acts of public enemies, riots or civil disturbance, strike, lockout or boycott.

Goods must not be shipped collect as these will not be accepted by management. Management assumes no responsibility for loss or damage to goods before, during the period of the show, or after its closing.

Food, beverages and unique items either sold or given away must be approved by the organizers and arrangements made directly with the management.

Confetti or speckles are not permitted inside the facility.

No signs, or other articles are to be fastened to the wall brackets or other electrical fixtures. The use of nails, screws, bolts, crowbars, hand spikes, or any tool or material, which could damage the floor, or walls, is prohibited.

The exhibitor may not apply paint, lacquer, adhesive or other coatings to the facility or to the property of management, its agents or any other exhibitor.

No flammable fluids or substances may be used or shown in booths. Smoking is not permitted inside the building. No candles or open flames of any description shall be permitted.

### **CANCELLATION**

If the exhibitor cancels, the exhibitor will be responsible for the full contract price. In the event the exhibitor fails to make payment as aforesaid or fails to comply in any respect with the terms of this contract, management reserves the right to cancel this contract without notice and all rights of the exhibitor hereunder shall cease and terminate. Any payment made by the exhibitor on account hereof will be retained by show management as liquidated damages for breach of his contract and show management may thereupon rent said space. **Failure to appear at the event does not release exhibitor from responsibility for payment of the full cost of the space rented.**