

## CENTRAL COAST BRIDE - BRIDAL SHOW TERMS AND CONDITIONS

For and in consideration of the fees specified, Central Coast Bride (hereinafter referred to as "Show Management") grants said company (hereinafter referred to as "Exhibitor" a revocable license to occupy space in the Central Coast Bride Bridal Show.

**1. FAX AGREEMENTS:** For the convenience of the Exhibitor, Show Management will accept submission of this agreement by facsimile. The parties agree that, if a signed copy of this agreement is transmitted by facsimile, the facsimile copy shall be deemed to be an original document and fully enforceable there as.

**2. PAYMENT TERMS / CANCELLATION POLICIES:** Exhibitor shall not be permitted to bring any equipment or display any material into the Show without prior full payment. If payment is not made as specified in this agreement, Show Management may terminate this agreement and reassign space to another exhibitor. Exhibitor shall pay a fee of \$25 if any check presented for payment is returned by the bank. Declined credit card payments will be charged an additional \$5 reprocessing fee. Cancellations received in writing 91 or more days prior to the event will be accepted and 75% of the full registration fee shall be refunded. No refunds will be issued for cancellations received within 90 days of the event. Payment amounts are NON transferable.

**3. LIMITATIONS ON DISTRIBUTION OF PROMOTIONAL MATERIALS AND SHARING OF BOOTHS:** 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 exhibitor's normal operation of business. Distribution or display of 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.

**4. SET-UP/BREAK DOWN:** Exhibitors may enter show facility for the purpose of exhibit set-up as per times given in exhibitor kit. *Exhibitors must use authorized loading areas and remove vehicles* from loading area immediately after unloading. Set up of exhibit must be completed no later than **one** hour before show opens. Should Exhibitor fail to occupy its space during the scheduled setup 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 Show has closed. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the venue by the end of the break down period.

**5. EXCLUSIVITY/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.

**6. BOOTH ASSIGNMENT** Advertisers in Central Coast Bride magazine may note their preferred booth location on the front of this contract. Show Management will make best efforts to assign the chosen booth; however, many factors are considered in assigning booths so Show Management cannot guarantee a particular spot. Factors include date paid registration was received, seniority, and distribution of similar vendors. Standard Booths are assigned two weeks before the show or when the show sells out, whichever occurs Earlier. Premium booths are assigned when reserved. Show Management reserves the right to alter the show floor plan and/or reassign the location of Exhibitor. In the event of the relocation of an exhibit 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.

**7. CHANGES AND MODIFICATIONS** The promotional and instructional information provided by Show Management to exhibitor is accurate as of its 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 Exhibitor. This agreement shall represent the entire agreement between Exhibitor and Show Management. Show Management shall not be bound by any representation or understanding not expressly set forth in this agreement. No provision of this agreement shall be modified except by the written mutual consent of the parties.

**8. 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. 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 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, 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 hazard or danger, Show Management may remove the exhibit with no liability for refund of exhibit fees.

**9. LIABILITY FOR DISTRIBUTION OF EDIBLE ITEMS** Distribution of samples of 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 edible 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.

**10. PUBLICITY / USE OF PHOTOS OR VIDEO** 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 Exhibitor.

**11. LIABILITY AND INDEMNIFICATION** Reasonable precautions will be taken by Show Management to protect persons and property during the show, however, neither Show Management, show facility, 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 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. Exhibitor must carry liability insurance applicable to participation in a public show.

**12. COLLECTION / LITIGATION** Should 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 the State of California.

**13. CONFLICTING AGREEMENTS** The agreements between Show Management and show facility, service contractor, and labor organizations shall supersede the agreement between Show Management and exhibitor.

**14. 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 the show.*

**15. 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 conditions 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.

**16. 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.