

TERMS AND CONDITIONS OF CONTRACT FOR EXHIBITORS

1. Liability

Exhibitor agrees to indemnify and hold harmless Sweetwater Events Complex, Enchantment Productions principles, agents, officers and employees from all claims, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by an act, omission or neglect of Exhibitor's agents, employees, invitees, contractors, or guest which occur in or about the Exhibit Space. Exhibitor agrees to use and occupy the Exhibit Space at Exhibitor's own risk, and hereby releases Sweetwater Events Complex and Enchantment Productions, its agents, officers, employees and invitees from all claims for any damage, loss or injury to persons or property to the full extent permitted by law occurring in or about the Exhibit Space, including, but not limited to damages, resulting from the acts of other Exhibitors, theft, vandalism, fire and other casualty damage or damage arising from any defects in the premises.

2. Space Assignments

Enchantment Productions will assign booths in any and all cases; however, in every case the exhibitor's choice will be honored based on the special needs, compatibility of other exhibitors. Enchantment Productions reserves the right to rearrange or renumber the floor plan and relocate any exhibit if it appears for the general good of all exhibits.

3. Installation of Exhibits

Exhibits shall be set up, decorated in complete form and approved by Enchantment Productions Show Management or its designated agent BEFORE business may commence. Exhibits should be set up and open for business no later than 10:00 a.m. on July 13, 2019. NO MOVE-INS WILL BE ALLOWED AFTER 8:00 a.m. July 13, 2019. Exhibitors will be required to check in before 5 p.m. on July 12, 2019. Enchantment Productions reserves the right to resell exhibit space after 5 p.m. on July 13th.

- a. **Late Fee:** those exhibitors wishing to set up after 8:00 a.m. on July 13, 2019 will be subject to a 10% late fee and possible loss of location. Exhibitor's exhibit shall be constructed, decorated and maintained in a professional manner. In the event that Exhibitor's exhibit has not been satisfactorily set up by the previously noted time on the appropriate opening the Exhibit space, with or without terminating this lease and without any obligation to give prior notice of its intention to do so, Enchantment Productions may, at its option, relet the Exhibit Space on such terms as may deem advisable.

4. Dismantling of Exhibits

Exhibitor shall not dismantle or remove any portion of his exhibit prior to 7:00 p.m. on the closing night, July 20, 2019, and Exhibitor shall not remove any of the equipment or property associated with the exhibit prior to that time. The entire exhibit and all of Exhibitor's property must be removed from the premises within 8 hours after the close of the show, unless changed by Enchantment Productions. In the event Exhibitor fails to vacate the Exhibit Space before that time, Enchantment Productions may, and is hereby authorized and made the agent of the Exhibitor, to remove the exhibit and all of the property of Exhibitor situated in or about the Exhibitor space and to store the same at the cost of the exhibitor. The Exhibitor shall indemnify and hold harmless Enchantment Productions for any cost or liability incurred in connection with such removal. Exhibitor shall be responsible for the supervision, control and maintenance of the Exhibit Space during the entire term for which the Exhibit Space is reserved or used by Exhibitor. The Exhibit Space shall be returned to Enchantment Production in original condition, and Exhibitor shall reimburse Enchantment Productions for any cost or expense of Enchantment Productions in repairing any damage occurring during the Lease Term.

5. Exhibit Display Space

Booths are draped with 8-foot high back walls. Telephone and electrical hookups are available at an additional cost. EXHIBITS WILL NOT EXCEED BOOTH DIMENSIONS, Exhibitor may, at Exhibitor's option, upon obtaining prior written approval from Enchantment Productions construct a semi-permanent booth, foundation or similar improvements shall be the sole responsibility of Exhibitor and must not obstruct the view of an exhibit in an adjoining Exhibit's space, or permit such exhibit to be placed or operated in any manner offensive or objectionable, in the reasonable opinion of the Enchantment Production, to the adjacent or surrounding Exhibitors or to the Show as a whole: ALL SIGNAGE MUST BE APPROVED BY ENCHANTMENT PRODUCTIONS.

6. Exhibition Hours

Exhibitor shall maintain a responsible individual or individuals in the Exhibit Space at all times during the exhibition day and hours. Days and hours are defined on event prospectus. Exhibitor shall be responsible for the conduct of any employees, agents, visitors or guests of the Exhibitor in or about the Exhibit Space. Exhibitor shall cause all such employees, agents, visitors or guest of Exhibitor to be familiar with the Rules Governing Exhibitors.

7. Taxes.

All sales taxes, income taxes, FICA or other withholding taxes arising out of or in connection with Exhibitor's use of the Exhibit Space are the sole responsibility of the Exhibitor in compliance with State Law.

8. Compliance with Laws

Exhibitor, his agents, employees, or assigns shall comply with all rules, regulations, and requirements of Fire Marshal, Health Department of Sweetwater County or any governmental entity having jurisdiction over the premises. Exhibitor may be required at Enchantment Productions’ option to immediately cease its operations and vacate the Exhibit Space if Exhibitor’s operation thereof, or the conduct of it agents, employees, or assigns should be found to be in violation of any such lawful requirements.

9. Use of Exhibit Space

- a. No sound systems, musical instruments, noisemakers, loudspeakers, microphones or other sound amplification or broadcasting devices of any kind may be used.
- b. Exhibitor may not conduct a registration for a drawing of any kind without the prior written consent of Enchantment productions.
- c. No demonstrator, trophies, decorations, portals, fountains, signs, banners, advertising matter or exhibits of any kind or character will be allowed in the aisles or public passageways or attached to the show building walls, posts or doors.
- d. General distribution of brochures, pamphlets, leaflets, flyers, newspapers, magazines or other literature or promotional materials or any kind or character is strictly prohibited, but such literature or material may be made available on counter space or otherwise within the Exhibit space, and may be distributed upon specific request thereof. Notwithstanding the foregoing, materials designed to stick to walls, car bumpers, balloons, hats, tee shirts, or similar materials shall not be distributed under any circumstances.
- e. Exhibitor agrees not to use the Exhibit Space for any political or religious purpose.
- f. Solicitation of funds for any political, educational or charitable corporation or association or any other corporations associations, group, individual or cause or any kind or character is strictly prohibited.
- g. Exhibitor AGREES NOT TO PLACE ANY ITEM OR MERCHANDISE OUTSIDE OF THE DESIGNATED BOOTH AREA.
- h. Enchantment Productions, at its discretion, reserves the right to assign Exhibitors to the best space available, and to make shifts in location as deemed necessary.
- i. NO DISPLAY SPACE SHALL BE SUBLET. THERE WILL BE NO EXCEPTIONS.
- j. Insurance, in all cases exhibitors wishing to insure their goods must do so at their own expense.
- k. NO WHOLESALE PRICING, RETAIL ONLY.
- l. NO SALES OR TWO FOR ONE OFFERS OF ANY KIND without written permission by Enchantment Productions.

10. Removal of Exhibits by Enchantment Productions

Enchantment Productions reserves the right to prohibit any exhibit which, in Enchantment Productions’ reasonable judgment, may detract from the general character of the show; if the business or exhibition carried on by the Exhibitor or the manner of conducting the same is not as represented at the time of making this Contract or is not in keeping with the traditions or character of the show; if the exhibit was entered under false pretenses; or if the exhibit is in violation of any of these Rules Governing Exhibitors. If an exhibit is prohibited under the terms of the paragraph or because of a violation of any of the terms hereof, Enchantment Productions shall have the right, but no obligation, to remove the exhibit or any banner, advertising matter or other property of the Exhibitor situated within or about the Exhibit Space; but such removal shall in any event be at the cost and expense of Exhibitor, and Exhibitor shall immediately reimburse Enchantment Productions for any cost or expense Enchantment productions incurred in so removing Exhibitor’s exhibit or portion thereof. Under such circumstances, Exhibitor shall not be entitled to a refund or monies paid to Enchantment Productions under terms of contract.

11. Safety Rules

- a. Exhibitors shall take all necessary precautions for the safety of their personnel, other Exhibitors and all other persons upon the premises and shall comply with all applicable provisions of federal, state and municipal safety laws, building codes and ordinances to prevent accidents or injury.
- b. All decorations of paper, corrugated paper, crepe paper, drapes and all cloth must be flame proof to meet the standards of the local fire department. Enchantment Productions Show Management shall rule upon any questions, disputes, or problems which may arise pertaining to matter specifically covered and agreed upon in forgoing paragraphs of the contract. And such ruling shall be binding upon all interested parties.

Exhibitors Signature _____ Date: _____

Company Name _____