

Arizona Choices Exposition Exhibit Contract - Rules & Regulations

Arizona Choices Exposition, hereinafter to be referred to as the Expo, shall refer to the sponsoring organization, corporation, association or institute, its officers, members, agents or employees acting for it, in the management of the exhibit. Expo shall provide all show management and establish all show policies. Exhibitors & Sponsors, hereinafter to be referred to as Exhibitors, shall refer to organizations and individuals who rent booth space from the Expo for this event.

***Eligibility and Placement of Exhibits** - The Expo reserves the exclusive right to determine the eligibility of any company or product for the inclusion in the Exhibit Hall. Expo reserves the right to reassign space or relocate space in order to assure show continuity.

***Exhibit Hours** - Each Exhibitor is required to keep at least one attendant in the booth during all show hours. There is absolutely no move-out allowed prior to the official move-out period at the end of the show, unless so directed by Expo management.

***Limitation of Liability** - The Exhibitor agrees to hold harmless and make no claim for any reason whatsoever including negligence against the Expo, its Producers, members or agents, employees, contractors, vendors, lessors, or owners or management of the exhibit premises for loss, theft, damage or destruction of property, nor for any injury to them or their employees while at the Event. Each Exhibitor should purchase his own insurance.

***Defacing of Building** - Exhibitors are liable for any damage caused by fastening displays to the building floor, walls, or to the standard booth equipment or for damages caused in any other manner. Exhibitors may not apply paint, lacquer, adhesives, or any other coating to building walls and floors or to standard booth equipment.

***Sound and Lighting** - Exhibits which include the operation of musical instruments, radios, sound projection equipment, public address systems, or any noise-making machines must be conducted or arranged so that the sound resulting from the demonstration will not annoy or disturb adjacent Exhibitors and their patrons, and not cause the aisles to be blocked. Non-compliant display and effects will be removed at Expo management discretion.

***Rejected Displays** - The Exhibitor agrees that his exhibit shall be admitted and shall remain day to day solely in strict compliance with these rules. The Expo reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or any Exhibitor or his representatives with or without giving cause. If cause is not given, liability shall not exceed the return to the Exhibitor of the amount of rental unearned at the time of ejection. If an exhibit or Exhibitor is ejected for violation of these rules, or for any other stated reason, no return of rental shall be made.

***Insurance** - Fire and theft insurance, if so desired, must be secured by each Exhibitor at his own expense.

***Exhibitor Representative's Responsibility** - Each Exhibitor must name at least one person to be the Exhibitor representative in connection with installation operation and removal of exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which Exhibitor shall be responsible.

***Sample Distribution** - All exhibit activity and displays must remain in the designated rented space. Distribution of samples and promotional type literature is fully restricted to the confines of the booth.

***Parking** - The Expo does not provide parking for the Exhibitor. The Expo assumes no responsibility for theft or damage to vehicles or their contents while parked at the Expo site.

***Taxes & Fees** - Exhibitors agree to be responsible for sales taxes, business fees, and/or government fines or levies thereof, as a result of their participation in the event.

***Exhibit Booths** - Four identification badges for each 10' x 10' booth will be provided for use by working booth personnel only. Each Exhibitor is responsible for these badges throughout the event. Expo retains the right to remove or limit badges, when or if their use is being exploited or abused. Additional badges may be purchased by Exhibitors for \$10.00 each.

***Food Booths** - Exhibitors selling or sampling foods must secure & display at their booths, certificates from the appropriate Health & Fire Departments, as required by law. Neither the Expo nor the facility can provide storage, refrigeration, water, kitchen access, or equipment of any kind. Exhibitors who prepare, distribute and/or sell any food or beverage products hereby indemnify the Expo and the facility from any claims or damages relating to the preparation, distribution, sale or consumption of such products.

***Labor** - Exhibitors must comply with any union work rules if applicable.

***Exhibit Logistics** - Detailed data in the form of an Exhibitor Information Kit will be mailed to each Exhibitor for advanced planning. The Kit will contain information regarding shipments, labor, electrical services, rental items, exhibit hours, etc. Service order forms for all available services will be included and should be returned promptly to the appropriate organizations.

***Subleasing** - Exhibitors may not sublet or assign their space, nor any part thereof.

***Products/Services Available** - Any product or service not specifically listed on reservation form may be removed by Expo at will.

***Security** - The Expo will employ reasonable security during the course of the Expo. The Expo, its management, and the owners or lessors of the exhibit premises do not assume any responsibility for Exhibitor's property.

***Fire & Safety Laws** - Federal, State & City laws and regulations must be strictly observed. Cloth decorations and table coverings must be flameproof. Wiring must comply with the local Fire Departments and Underwriter's Labs rules and regulations. Smoking, incense, candle or smudge burning in exhibits or exhibit building is strictly forbidden. Crowding will be restricted. Aisles and fire exits cannot be blocked by exhibits.

***Amendments to Rules** - Any and all questions not specifically covered by the preceding rules and regulations shall be subject solely to the decision of the Expo. These rules and regulations may be amended at any time by the Expo and all amendments so made shall be binding on Exhibitors equally with the foregoing rules and regulations.

***Reservation & Cancellation of Exhibit Space** - 50% of the total exhibit space fee is due upon assignment of space. In the event of cancellation by the Exhibitor the deposit is nonrefundable. Ninety days prior to the Expo, the balance of the exhibit space fee is due & payable. If full payment is not received, the Exhibitor's reservation will be cancelled, the deposit will not be refunded, and the booth may be resold by the Expo. In any case, in the event of cancellation by the Exhibitor, all booth space payments are nonrefundable.

***Compliance with Laws** - Exhibitors must comply with all laws, rules, regulations and ordinances in force whether Federal, State, City or County. It is the responsibility of the Exhibitor to inform the Expo of any product, service, or claim which does not comply with the regulations of the FDA or any other regulatory agency, which is considered experimental. Exhibitor is strictly prohibited from having or selling on site any substance or product considered illegal. Consequences for any such action will be solely borne by Exhibitor and may be cause for immediate expulsion without recompense.

***Expo Management** - Any matter not specifically covered by these provisions shall be subject solely to the decision of the Expo Management.

*If timely payments are not made by the Exhibitor, as per this agreement, The Expo reserves the right to release the exhibit space without notification and return of deposit.

*By acceptance of this agreement, the Exhibitor releases The Expo, Snow Lion Enterprises, LLC dba Arizona Choices Exposition, the producers, their employees, members, contractors and vendors from any and all contingent liability for damage, injury, or loss to any person or goods which may arise from the rental and occupation of exhibit space. Additionally, the Exhibitor agrees to hold Arizona Choices Exposition harmless in the unlikely event the show does not meet the Exhibitor's expectations, or the show is cancelled due to circumstances beyond the Expo's control, including, but not limited to acts of God, acts of terrorism & war, fire & flood, strikes, police action, governmental emergency, other required use of building, or any other emergency. Cancellation of the show for any of the above reasons will not entitle the Exhibitor to a refund for payments that have already been made to the Expo; this includes the agreement to not charge back any credit card payments that have been made to the Expo by the Exhibitor.

*Signature below acknowledges receipt of and acceptance of these terms.

***THIS CONTRACT WILL BE CONSIDERED LEGAL AND BINDING WHEN SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE EXHIBITOR AND IS ENFORCEABLE UNDER THE LAWS OF THE STATE OF ARIZONA. ANY DISPUTES ARE ONLY SUBJECT TO AN ARBITRATION HEARING WITHIN THE STATE OF ARIZONA, COUNTY OF PIMA, AND SHALL BE FINAL AND BINDING UPON THE PARTIES. ANY MODIFICATIONS TO THIS CONTRACT MUST BE IN WRITING, AND SIGNED BY BOTH THE EXPO & THE EXHIBITOR. IN THE EVENT THAT ANY PROVISION OF THIS CONTRACT IS HELD TO BE INVALID, SUCH INVALIDITY SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION.**

I have read, agree to, & understand this Exhibit Contract, Rules & Regulations.

Signature _____ Date _____
Exhibitor's Signature