

TERMS AND CONDITIONS

1. **CONTRACT:** This Application, Properly Executed by applicant (Exhibitor), shall, upon written acceptance by Urban Expositions, LLC (herein after called Show Management), constitute a valid and binding contract.
2. **ASSIGNMENT OF SPACE:** It is understood by Exhibitor that space will be assigned to Exhibitor by Show Management at Show Management's sole discretion. Notification of space assignment shall be mailed to Exhibitor. After assignment, space location may not be changed, transferred or canceled except on written request and with the subsequent written approval of Show Management. Space assignments may be revoked or changed by Show Management if Exhibitor fails to meet payment deadlines. The size and location of Exhibitor's space may, at Show Management's election, differ from show to show. Notwithstanding and aforementioned, Show Management reserves the right to relocate Exhibitor. Show Management will make every effort by phone, fax and mail to notify Exhibitor of such relocation. Show Management assumes no responsibility whatsoever for exhibitor's goods, products or fixtures before, during or after the show.
- In assigning exhibit space, Show Management shall carefully consider and at its sole discretion weigh collectively such factors (NOTE--factors are not presented in priority order nor to be construed to be weighed or prioritize) as:
 - A. The size of exhibit space requested versus the overall space available for allocation to eligible exhibitors;
 - B. The need to accommodate and encourage the introduction of new products for the buyer's benefit;
 - C. The quality and creativity of the product displays;
 - D. The continuity and length of an Exhibitor's previous exhibit activity;
 - E. The size and shape of the space need as it relates to the effective display of an applicant's products for the convenience and benefit of the buyers;
 - F. The Exhibitor's commitment to aggressively promote buyer attendance both independently and in cooperation with Show Management; and
 - G. The need to balance traffic and promote buyer activity in all exhibit areas.
3. **PAYMENT OF FEES:** A minimum deposit of thirty percent (30%) per booth is required by Show Management with the application, no later than the deposit due date specified on the space application, which, upon acceptance, shall be non-refundable except under conditions stated in 4 below. The balance will be the final balance due date specified on the space application. Acceptance of deposited fees does not guarantee exhibit space in the show. There will be a twenty (\$20) service charge for all checks returned by the bank.
4. **CANCELLATION, WITHDRAWAL, DOWNSIZING and DEFAULT POLICY:** In the event Exhibitor seeks to cancel this License, withdraw from Exhibition, or downsize its space requirements for the Exhibition, Exhibitor may only do so by giving written notice to Management, by certified mail, return receipt requested. The date of the cancellation, withdrawal or downsize in space as applicable shall be the postmark date on the notice. If Exhibitor cancels, withdraws or downsizes space requirements, Exhibitor agrees to pay on demand to Management, the amounts set forth on page one, as applicable, as liquidated damages and not as penalty, and the parties agree that such amounts constitute a reasonable provision for liquidated damages. The term "Total License Fee Differential" set forth on page one, means the difference between the original license fee due from Exhibitor hereunder and the license fee calculated on the basis of the smaller booth assigned to Exhibitor. In case of downsizing, in addition to the assessed liquidation damages, Exhibitor's booth location on the floorplan of the Exhibition may be moved.
5. **DEFAULT:** A. Failure on the part of Exhibitor to meet payment deadlines as required herein shall entitle Show Management, at its election, to terminate this contract and retain all fees previously paid to Show Management. B. It is further understood that in the event of cancellation by Exhibitor, Show Management shall, at its discretion, reassign exhibit space assigned to Exhibitor without any obligation of refund to Exhibitor, except as provided in 4 above. C. Show Management reserves the right to prohibit, close, correct, remove or eliminate any exhibit or display or any part thereof including signs, printed matter, souvenirs, visuals and catalogs or any conduct, action, noise or activity which, in Show Management's corrective response is specifically covered in this contract or in the Rules & Regulations for Exhibitors attached hereto as Exhibit A and incorporated herein (the "Rules"). Show Management's rights as set forth in 5(C) include, without limitation, the cancellation of this lease, the closing of Exhibitor's exhibit or display of the Exhibitor's merchandise. In exercising its rights under this paragraph, Exhibitor agrees that Show Management shall have no liability whatsoever to Exhibitor. **D. Failure on the part of Exhibitor to set up booth space or fail to notify Show Management that Exhibitor cannot set up booth space by 6:00 p.m. on the last move-in day shall result in the forfeiture of exhibitor space. Show Management at its sole discretion shall attempt to contact Exhibitor prior to forfeiture of space but is not obligated to do so. In the event that Exhibitor arrives after booth space has been forfeited, Show management shall make every reasonable attempt to reassign Exhibitor booth space within the show.**
6. **RULES & REGULATIONS FOR EXHIBITORS:** The exhibitor shall abide by the Rules, together with any amendments thereto adopted by Show Management from time to time of which Exhibitor shall receive notice. Under unusual circumstances, and at its own discretion, Show Management may also make specific exceptions to or changes in, the Rules without necessarily establishing a precedent or applying the modification beyond the specific case involved. Show Management shall have final authority as to the interpretation of the Rules, and their application, and shall have the authority to establish penalties in the event of violations.
7. **SUBLETTING PROHIBITED:** Subletting, licensing or sharing of space by Exhibitor, or use of space assigned to Exhibitor by anyone other than Exhibitor, is expressly prohibited. Exhibitor shall not display signs, issue literature, exhibit or permit to be exhibited in the space allotted to it any merchandise other than specified in the exhibit contract. Violation of the terms of this paragraph will result in immediate dismissal from the current show and exclusion from participation in future shows. No refund of exhibit fees will be made.
8. **SAMPLE SELLING POLICIES:** *In keeping with the wholesale nature and intent of the show, the sale of samples or merchandise for delivery at point of sale during the show is expressly prohibited and, therefore, no merchandise will be permitted to leave the exhibit floor. This does not apply to exhibitors that have been identified and approved by show management as immediate delivery (cash & carry) exhibitors, when exhibiting in Urban Expositions shows that have a designated area for immediate delivery/cash and carry. All booths must remain fully intact until the official close of show for the benefit of the buyers. Violations of the terms of this paragraph may result in immediate dismissal from the current show and exclusion from participation in future shows. No refund of exhibit fees will be made.*
9. **RELEASE & INDEMNIFICATION:** If the show or any part thereof is prevented from being held, is canceled by Show Management, or the exhibit space applied for herein becomes unavailable because of war, fire, strike, government regulation, public catastrophe, act of God or the public enemy or other cause. Show Management shall determine and refund to Exhibitor its proportionate share of the balance or the aggregate exhibit fee received which remains after deducting expenses incurred by Show Management and reasonable compensation to Show Management, but in no case shall the amount of refund to exhibitor exceed the amount of the exhibit fee paid. Neither Show Management nor any of its owners, officers, agents, employees and other representatives or advisors shall be held accountable or liable for, and the same are hereby released from, accountability or liability for any damage, loss, harm or injury to the person or any property of Exhibitor or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause. Exhibitor hereby agrees to indemnify, defend, protect and hold Show Management and its owners, officers, agents, employees and other representatives or advisors harmless against any and all claims, demands suits, liability, damages, loss, costs, attorney fees, and expenses of whatever kind or nature that might result from or arise out of any action or failure to act of Exhibitor or any of its officers, agents, employees, invitees, or other representatives.
10. **COMPLIANCE:** The Exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized local, state and federal governing bodies concerning fire, safety and health, together with the rules and regulations of the operators and or owners of the property wherein the show is held. It is further agreed that the Exhibitor will abide by and comply with the rules and regulations concerning local unions having jurisdiction in the property wherein the show is held or with authorized contractors employed by Show Management.
11. **MISCELLANEOUS:** You have provided your fax and/or email to Urban Expositions as part of the exhibitor application process. Urban Expositions does not use customer lists for any activities not associated with our shows. Periodically, messages, containing information, updates and special offers about this or other Urban Expositions Shows will be sent to you at this email or fax number. You will have the opportunity to be removed from these lists when/if you receive messages.
12. **EXHIBITOR INSURANCE:** Exhibitors are urged to obtain exhibition insurance through their own insurance company to cover their personnel, exhibit material and equipment for the duration of move-in, show days, and move-out including public liability, property damage, fire and theft, etc.
13. These Terms & Conditions supersede any and all previous negotiations, understandings, brochures, procedures, rules and practices that may have governed the conduct of the show. In signing this contract, Exhibitor acknowledges that there are no representations between Show Management and the Exhibitor other than those contained in this contract.