

## **The Christmas Arts & Crafts Show Terms of Agreement**

Hereinafter referred to as EXHIBITOR(S), and Elmore Productions, hereinafter referred to as LESSOR. Lessor agrees to provide exhibitor a space in exhibition for the consideration indicated below. Exhibitor agrees to pay Lessor for use of the described exhibition space. Please read Application, Exhibition Space Agreement, Information Sheet carefully. Rules are enforced and these Agreements are binding.

### **EXHIBITION SPACE AGREEMENT**

Lessor hereby leases to Exhibitor exhibit space for the exhibition identified in the Application submitted by Exhibitor subject to the terms of that Application, the following terms and conditions, all information sheets issued within a reasonable time before the show, and all city, county, state, and federal laws which, although they may not be referred to herein, are specifically made a part of this agreement.

Exhibitor agrees to pay Lessor the amounts set out in the Application for use of this exhibit space. It is understood that the exhibit space provided to Exhibitor shall be one of many exhibit spaces comprising a given exhibition.

### **TERMS AND CONDITIONS**

1. All merchandise and displays will be subject to Lessor's approval. Lessor reserves the right to cancel a booth reservation prior to an exhibition or require alteration, replacement, and/or removal of any merchandise, product, activity or exhibit from a show which Lessor in its sole discretion deems to be detrimental to or inconsistent with the quality, theme or dignified image of the exhibition.
2. Lessor shall organize, promote and lease exhibit space for this exhibition described on the reverse. Exhibitor will be mailed an exhibit information sheet within a reasonable time before the official exhibition date. The information sheet will contain information on the date, time, place, set-up, and requirements.
3. Lessor will provide media advertising for each exhibition.
4. Lessor reserves the right to assign all space locations and make space assignment changes prior to the exhibition opening as may become necessary to be consistent with good exhibition management procedures.
5. Lessor will exercise all reasonable diligence in protecting the property of Exhibitor. However, Lessor is not responsible or liable for the loss of or damage to Exhibitor's property from theft, mysterious disappearance, damage by fire, water, accident or any other cause.
6. Lessor makes no representations or warranties not expressly set forth herein.
7. Exhibitor agrees that the exhibit information sheet for each exhibition will be made a part of this agreement.

8. Exhibitor agrees to provide Lessor with a description of the general exhibition contents for each exhibition and agrees to only display products, represent services, or display signs which have been approved by Lessor in its sole discretion.

9. Exhibitor agrees to design, construct, and operate the exhibit in accordance with the best interests of the exhibition, good taste, and the standards established by Lessor. Lessor shall have sole discretion to determine whether Exhibitor's exhibit and/or products are in compliance with the requirements of this Agreement.

10. Exhibitor agrees to have exhibit set up, complete and clean, at least fifteen minutes prior to the opening of each exhibition and to keep the exhibit open during all hours the exhibition is open to the public.

11. Exhibitor agrees to keep the exhibit within the boundaries of the space leased and arrange the exhibit in such a way as to avoid interference with other exhibits. Failure to comply with this provision will result in additional charges for space used.

12. Exhibitor agrees to duly report all cash sales made during the exhibition in accordance with the appropriate sales tax regulations, collect all applicable sales taxes, and abide by all pertinent city, county, state, and federal laws, ordinances, fire and safety codes; and all pertinent regulations for the Exhibit Hall.

13. Exhibitor agrees to be responsible for the payment of any damage charges assessed by the Exhibit Hall for failure to observe the rules and regulations for the construction and operations of his/her exhibit.

14. Exhibitor accepts total responsibility for his/her exhibit and its safety and agrees to conduct his/her activities on the exhibition premises so as not to endanger any person lawfully thereon. Lessor shall have no responsibility for damages to the exhibit caused by fire, robbery, accident or any other destructive cause. Exhibitor also accepts total responsibility for any and all injuries to Exhibitor, his/her family, officers, agents, employees, or other representatives while they are on the exhibition premises and for any injuries to other persons that may occur within the confines of the exhibit, or which are caused in whole or part by Exhibitor's products or exhibit or by Exhibitor, his/her family, officers, agents, employees, or other representatives.

15. Refunds will not be made unless an exhibition is not held for reasons other than the malfeasance of Lessor. In such a case, fees received less all expenses of the exhibition, including but not limited to advertising, rental of the facilities, insurance, utilities, furniture, promotion, and other related expenses, will be refunded to Exhibitor on a pro-rata basis.

16. Should Exhibitor fail to comply in any material respect with the terms of this agreement, the payments made to the time of breach shall be retained by Lessor as liquidated damages, and Lessor shall have the right to reassign contracted space without further notice or make such use of the space as Lessor deems to be in the best interest of the exhibition.

17. Exhibitor agrees to indemnify, defend and protect Lessor against and hold and save Lessor harmless from any and all claims, demands, suits, liability, damages, loss or costs of whatever kind or nature which might result from any of Exhibitor's merchandise or from any action or

failure to act by Lessor or any of his/her family, officers, agents, employees, or other representatives, including but not limited to claims of damage or loss, harm or injury to the person or property of Exhibitor or any of his/her family, officers, agents, employees, or other representatives, or of third persons.

18. Should acts of God, strikes, work stoppage, or any other cause not within control of Lessor make it impossible for the show to be held or the particular exhibit area to be occupied by Exhibitor, then Lessor, its officers and employees are jointly released from any and all claims which may arise in consequence thereof. Lessor shall determine and refund to Exhibitor his proportionate share of applicable payments for exhibit space received as provided in paragraph 15 above. In no event shall Lessor be liable for loss of profits, business or any other damage to Exhibitor through cancellation for such causes.

19. It is mutually agreed that no amendments, alterations or variations of this agreement shall be valid unless made in writing and signed by both parties.

20. Exhibitor agrees to be on the show premises by 8:30 A.M. the morning of the show. Lessor must be notified if the exhibitor will arrive after that time. Lessor is entitled to re-sell the space if not claimed by Exhibitor by the 8:30 A.M. deadline and Exhibitor will forfeit all fees which have been paid.

21. Exhibit space will be reserved and booth numbers assigned when payment is made in full. Exhibitor agrees that the provisions, terms and conditions printed on the reverse hereof are made a part of this Agreement.

22. Exhibitor agrees the exhibit space is for his/her personal use and that he/she will not sell, lend, give, share, or otherwise sublet the space.

23. Exhibitor agrees that his/her submitted Application, the Information Sheet, and the Confirmation Sheet issued to confirm reservations in the exhibitions referenced on the reverse hereof along with the terms and conditions herein are made a part of this Agreement, and that he/she has read and understands this Agreement.