



## Terms & Conditions

1. The purpose of this contract is to serve as an agreement between World Class Shows, Inc. herein and hereafter referred to as Party One and/or WCSI or World Class Shows, Inc. and the below signed exhibitor hereafter referred to as Party Two and/or Exhibitor, be they an individual, sole, proprietorship, corporation, partnership and/or other entity hereafter referred to as Exhibitor and/or Party Two. The overall purpose of this agreement is for Party One to sell Party Two exhibit space at Party One's exposition commonly referred to as a Home and Garden Show.
2. Exhibitor herein agrees that they will indemnify and hold harmless WCSI, its partners, officers, agents, all corporate officers as well as all employees from any and all lawsuits, financial claims, resulting from all losses and/or injuries or loss to any company, person or persons, including all persons to whom Exhibitor may be liable under any Workmen's Compensation law from all and any losses, damages, lawsuits or any other damages including, but not limited to, loss of property, goods, loss profits, displays of merchandise, caused by the negligence of the Exhibitor while exhibiting at show.
3. WCSI makes no promises and/or guarantees, wither expressed or implied, regardless of any marketing information concerning the profitability and/or overall attendance of this show for the Exhibitor and/or the amount of attendees expected to attend the show.
4. Exhibitor agrees that they and/or his or her duly authorized representative(s) shall be in the exhibit area at all times during the regularly scheduled daily hours of the show in which the exhibitor area is open to the public and shall be on said premises during all such hours to receive any and all notices and instructions from WCS representatives.
5. Exhibitor herein states that they agree, understand and hereby states that using the space they secure with this contract at Party One's exposition for another/ other business or display, other than the one they are contracting for, will result in termination of this agreement and give the WCSI the rights to re-enter and repossess the exhibit space as designated in this agreement.
6. Exhibitor agrees that this agreement is personal, he will not sublet, sell or assign all or any part of the space covered by this agreement or any rights into or under this agreement without first obtaining written consent herein from WCSI. Nothing in this agreement shall be interpreted to mean that such consent must be provided and WCSI reserves the right to refuse any such sublet, assignment or sale. Exhibitor shall make no alterations in or changes to the exhibit space provided without permission of WCSI.
7. All Exhibitors are fully liable for any and all losses, injuries and/or accident to themselves and any other person caused by them in anyway. Every Exhibitor exhibits at his own risk in every respect, and should make steps to insure himself against any loss or damage, however caused. No liability for such losses, injuries, or accidents will be incurred by WCSI. WCSI will provide floor security service during the show but does not warrant total liability for Party Two's booth during the show. WCSI further assumes no responsibility should an Exhibitor experience any loss or damage that may result directly or indirectly form the collapse of its exhibit whatsoever. Exhibitor hereby agrees to indemnify and hold harmless WCSI, the owner and manager of the exhibition venue from and/or against any claim loss or liability as a result of an Exhibitor's construction, engineering or maintenance of an unsafe exhibit or display. It is Exhibitor's responsibility to have all adequate insurance to cover any and all claims or liability should damage or claims be made.
8. Exhibitor understands and agrees that in order to attract and entrust the public to go to this show, there must be an appropriate assortment of exhibits of proper quality with good variety within the show. WCSI reserves the right to reassign booth space in order to improve the distribution, quality and varietal assortment of exhibits for the good of the show.
9. Exhibits may not at any time during show make loud noise(s) nor may they have any methods of operation or materials that for any other reason become objectionable to the show attendees and/or the show's management team who may also prohibit or remove any exhibit which, in the opinion of WCSI, may detract from the general character of the show. Also, Party Two may display products or services that are for the purpose of the show. This reservation includes persons, things, conduct, printed material or anything of a character which WCSI determines is objectionable. In the event of such restriction or removal, WCSI shall not be liable for nay refunds or other expenses. Party Two may cancel their booth at said exposition only if done in writing at minimum of at least 60 days prior to the opening of the exhibition. If written cancellation is received earlier than 60 days prior to the show, the balance will not be due. Payments received will not be refunded or transferred to any other show(s). If an Exhibitor cancels on or after 60 days prior to the opening of the exhibition, a cancellation fee of 100% will be assessed to all exhibit rental fees received by WCSI. WCSI assumes no responsibility whatsoever should a show be cancelled, delayed or relocated as a result of any Act of God including but not limited to natural disasters, or any 'act of man' not limited to those that are the result of a strike, riot, civil disorder, etc. The Exhibitor shall be responsible for payment for exhibit space regardless. All exhibit space must be occupied by 9 a.m. Friday prior to show time or said exhibit space will be considered cancelled and become property of WCSI.
10. Exhibitor herein and hereby warrants that they are their business will have at the time of the show current and valid all the necessary permits license and/or approvals required, such as but not limited to "business licenses, obtaining a Tax ID number, collecting and paying all city, state or local taxes, license fees including food permits or any other charges due in any governmental agency.
11. Exhibitor agrees to restrict and only operate said exhibit space within boundaries of their booth space and only in said space, according to the rules and regulations specified in this agreement and incorporated herein by reference. Said rules and regulations are promulgated by WCSI for the safe and efficient operation of the show and as such the WCSI reserves the final and absolute right to interpret the rules and regulations, arbitrarily settle and determine all matters, operations and differences in regards thereto or otherwise out of, or connected with the show.
12. WCSI makes absolutely no warranties with respect to limitations on the quantity of competitor's spaces at the show including but not limited to, the types of goods offered, and/or services.
13. WCSI with this contract states that they are only selling floor space at said exposition and does not agree herein to provide any embellishments to said booth space including but not limited to decorations, demonstrations, signs, advertisements and/or display aide with the exhibit space, including but not limited to electricity, gas, telephone/fax lines, water, waste disposal, carpets, tables, chairs and signs. All of the above listed must be completed by WCSI approved contractors only.
14. By signing this agreement Exhibitor agrees that in the event Exhibitor fails to comply in any material respect with the terms and conditions of this agreement that WCSI shall retain all monies paid.
15. Both parties herein and hereby agree that under no circumstances will WCSI be responsible, or accept any liability for lost profits, lost wages or expenses that may occur to any of Exhibitor's employees and/or servants whatsoever.
16. No part of the venue building may be painted, cut, changed and/or damaged, in any way, nor can any of the property of the venue be moved, nor can any barrier be interfered with, nor shall any fitting or exhibit be in any way attached to any part of the venue building structure. If any damage is done, the Exhibitor is fully liable to the owner of the property. All material used to decorate an exhibit must be flameproof. All wiring must conform to the N.E.C. Safety Rules and codes of all governmental agencies. Exhibitors must comply with all the rules and regulations set forth by the exhibit hall, WCSI, and state or local officials.
17. Every term contained in this contract is severable from every other term. If any item should be judged unenforceable, it shall not affect the enforceability of other terms outlined in this contract. If legal action must be taken by WCSI against an Exhibitor to enforce any provision of this contract, Exhibitor shall pay WCSI reasonable attorney's fees, costs, plus simple interest at the rate of ten percent per year from the date of default until payment in addition to any other proceeds as granted by a court of law or an acceptable arbitrator. County where legal action will be taken can be Santa Clara County and/or San Mateo County solely at the discretion of Party One, regardless of where Party Two is located.
18. WCSI reserves the right in its absolute discretion to change the dates, location and times of the exhibition, the hall and the location of the space and shall not be liable to the Exhibitor for any loss, damage, cost or expense incurred by the Exhibitor in consequence of any such change. WCSI shall have complete discretion to determine the dates and times when the exhibition shall be opened to the Exhibitor and the public. Nothing herein contained shall be deemed to preclude or restrict the right of WCSI from time to time to make any alterations or amendments to the annexed plan without the consent of the Exhibitor provided that the area of space shall not be less then that specified.
19. Exhibitor agrees to indemnify WCSI against any claim or action by any of its purchasers arising out of any failure by the Exhibitor, WCSI is not responsible for any products or services sold by an Exhibitor at the show or post-show for any reason.
20. Exhibitor shall not remove or add any goods or displays during the course of the exhibition without the approval of WCSI.
21. Exhibitor shall not feature in their booth any contest raffle or auction during the course of the event without the approval of WCSI.
22. In terms of promotions with media that are co-opted with Exhibitor and/or WCSI and all media that are doing promotion will not be responsible in any way for the failure of Exhibitor to supply prizes, promotional items, discounts, giveaways or other marketing materials promoted in conjunction with the shows. The responsibility to deliver the above items or any other promotional item(s) will be only the responsibility of each Exhibitor involved with the promotion.

**STEP 7**

Signed \_\_\_\_\_

Date \_\_\_\_\_

Company \_\_\_\_\_

**Signed Terms & Conditions good for 2012**

