

Bridal Rhapsody Shows

CONTRACT TERMS AND CONDITIONS FOR USE OF EXHIBIT SPACE

DEFINITION: Producer of the show is BRIDAL RHAPSODY SHOWS , hereafter referred to as Show Producer; Office Address 1816 New Riverdale Road, Germantown, TN 38138.

ELIGIBLE EXHIBITS: The Show Producer reserves the right to determine the eligibility of any company or product to exhibit in the show and further reserves the right to reject or cancel any application and/or limit space assigned to one company.

COLLECTION POLICY: Any check returned to BRIDAL RHAPSODY SHOWS , for insufficient or uncollected funds will be subject to a \$50 Service/Processing Charge.

EXHIBIT RESTRICTIONS: No Exhibitor or part of an exhibit will be admitted to any space until rent of that space has been paid in full. No Exhibitor may dismantle his exhibit until after the closing hours of the Show. The Exhibitor shall properly man the exhibit during Show Hours. Exhibitors are liable for any damage caused by his agents to building walls, floors, or columns and/or other exhibitor's property.

LIMITATION OF LIABILITY: The Exhibitor agrees to make no claim for any reason whatsoever except as to damages caused by or resulting from the sole negligence or willful misconduct of the exculpated parties, their agents or employees against the Show Producer and/or Show Sponsor, and the City and/or State where Show was held, for loss, theft, damage or destruction of goods, nor for any injury to himself or employees while the show is in progress, being set up or taken down. Exhibitor agrees to indemnify and hold harmless the Show Producer, Show Sponsor and the building wherein the Show is held, and their employees, against any and all claims of any person, arising out of acts, omissions or negligence of Exhibitors, its agents, or employees.

LIMITATION OF EXHIBITS: The Producer of the Show reserves the right to stop or remove from the Show any exhibitor, or his representative(s), performing an act or practice which in the opinion of the Show Producer if objectionable or detracts from the dignity of the Show or is unethical to the business purpose of the Show. The Show Producer reserves the right to refuse admittance of exhibits or materials to the Show until all dues and fees owing are paid in full. Exhibitors agree not to hold any social event which Attendees are invited, or entice Attendees off the floor of the Show during official Show hours.

RELOCATION AND/OR TERMINATION OF EXHIBITS: The Show Producer reserves the right to alter the official floor plan, and/or re-assign any Exhibitor's location as deemed advisable. The Show Producer further reserves the right to make such changes, amendments, and additions to these rules and such further regulations as it considers necessary for the good of the Show. In addition, the Show Producer reserves the right to cancel any exhibit space agreement before or after assignment and/or acceptance if at its sole discretion it deems it is in the best interest of the Show. The Show Producer upon cancelling an exhibit space (booth), , except for past due final balances, shall refund the deposit and/or funds currently on deposit for the Show without interest or penalty.

SOUND DEVICES: Use of any sound devices or sound amplification equipment without the express, prior written consent of the Show, is prohibited. The Show Producer holds the right to terminate the privilege of use, should complaints occur from any excessive sound levels.

COPYRIGHT AND TRADEMARK INDEMNIFICATION: Exhibitor warrants and represents that no music, literary or artistic work or other property protected by copyright, nor

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the name of any performing individual or group protected by trademark and/or license will be performed, reproduced or used in the performance of this contract unless the Exhibitor has previously thereto obtained written permission from the copyright or trademark holder. Exhibitor acknowledges he acts under this contract as an independent contractor. Exhibitor will indemnify save and hold harmless The Show/BOM Marketing Services, Inc., and its officers, agents, employees and servants from and against all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character, whatsoever with respect to copyright and trademark rights, and the performance, reproduction and use of musical, literary and artistic works or in the name of performing individual or group.

BOUNDARIES: All parts of all exhibits must be exhibited within Exhibitor's assigned space Boundaries. Aisle space is under the control of the Show Producer.

BOOTH CONSTRUCTION & SHOW SERVICES: Standard booths are limited to 10' background drapes and 3' side drapes. Maximum height of exhibit is 6' and may extend only one-half of the booth depth from the back wall. Height in the front half of the exhibit space cannot exceed 3'. Bulk space or island type exhibits should refer to the Exhibitor Guidelines for booth construction limitations. Booth decorations, furniture, signs and electrical connections are available to the Exhibitor through independent contractors who will bill the Exhibitor direct. The Show Producer is not responsible for any service provided by independent contractors. The Show Producer reserves the right to finish and decorate any unfinished partitions, walls or backs of signs that are exposed to the public and to charge the cost to the Exhibitor. Exhibitor agrees to follow the terms and conditions of all booth construction policies as presented in the Exhibitor Guidelines which shall be mailed to the Exhibitor prior to the Show.

FIREPROOFING: All decorations must be fire retardant.

PAYMENT AND REFUNDS: Within ten (10) days of the Show Contract date, the executed contract along with payment(s) equaling 50% of the total space rental must be received by the Show Producer; otherwise, space will not be held or guaranteed. The balance of payment must be received by the Show Producer sixty (60) days prior to Show Opening, unless otherwise approved by Show Producer. Exhibitor is liable for the entire space rental unless written notice of space cancellation is made within ninety (90) days of show opening. Exhibitor will be refunded 50% of any amount collected if written notice of cancellation is received in ninety days or more prior to scheduled opening date of the Show. No refunds will be made thereafter.

PRIMARY LEASE: It is expressly understood and agreed that if the primary agreement between Show Producer and the leased exhibition hall is terminated, canceled, or amended or for any reason abated as to any portion of the space or adjacent areas, such termination, cancellation, amendment, abatement shall at Show Producer's option, operate as a cancellation of this exhibition agreement and Show Producer shall be relieved of liability for any and all damages exhibitor may sustain as a result thereof.

TERMINATION OF SHOW: If Show Producer determines that the premises where the Show is to be held have become unfit for occupancy, or if the premises are materially interfered with by reason of strike, embargo, injunction, act of war, act of God, any other emergency, or any act or event not the fault of the Show Producer, this agreement may be terminated by Show Producer. In the event of such termination, the Exhibitor waives any and all damages and agrees that Show Producer may, after deducting all costs, expenses, including a reserve for claims, refund to the Exhibitor as and for the complete monies paid by all Exhibitors. If for any reason the Show

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Producer determines the location of the Show should be changed or the dates of the Show be postponed, no refunds will be made but the Show Producer shall assign to the Exhibitor, in lieu of the original space, such other space as the Show Producer deems appropriate and the Exhibitor agrees to use such space under the same rules and regulations. The Show and the Show Producer shall not be financially liable or otherwise obligated in the event the show is canceled, postponed or relocated except as provided herein.

GENERAL SHOW POLICIES: Noisy, offensive exhibits and yardsticks are prohibited. Distribution of literature or samples must be related to exhibit and distribution limited to within Exhibitor's space. Raffles, drawings or contests by Exhibitor must be approved by Show Producer. No food products or beverages may be distributed from Exhibitor's space without approval from Show Producer. Assignment or subletting of assigned space by Exhibitor must comply with local laws, rules, regulations and ordinances in fore. The Exhibitor may not display signs that are not professionally prepared or in the opinion of the Show Producer detracts from the over-all appearance of the Show in any manner whatsoever. The Show Producer shall have sole control over all admission policies at all times. Any list, or partial listing of exhibitors or attendees obtained at the Show will not be sold or traded to any other company or individual. It is for the sole use of the exhibiting company whose name appears on the contract.

RULES AND REGULATIONS: Exhibitor agrees to comply with Show Producer's rules and regulations and such additional rules and regulations as may hereafter be published and posted by the Show Producer which posting shall e deemed due notification to Exhibitor. In utilizing his/her exhibit space, the Exhibitor agrees to and shall comply with all present and future applicable ordinances, resolutions, rules and regulations established by any federal, state or local government agency, by the Show Producer, or the Exhibition Hall. Exhibitor shall observe and comply with all present and future health, safety, and sanitary regulations of all applicable regulatory bodies, and all rules and regulations established by the Exhibition Hall.

EXHIBITOR DUE DILIGENCE

BOM Marketing Services, Inc./Shows make no representation concerning any sponsor or exhibitor nor its products or services and the admission to the Show of any sponsor or exhibitor constitutes neither an endorsement, recommendation nor representation by MIDSOUTH BRIDAL FAIR of any exhibitor or sponsor or its products or services. MIDSOUTH BRIDAL FAIR has not and will not undertake or perform any "due diligence" function as to any sponsor or exhibitor or its products or services and each exhibitor or sponsor agrees to display only services and products which have economic viability and that fully comply with applicable law, regulations and professional standards.