



## TERMS, RULES AND REGULATIONS FOR EXPO SOUTH SHOWS AND EXPOS

This document and any later additions, corrections or clarifications made by Expo South are a binding part of the Exhibitor Contract/Application.

### 1. ADMISSIBLE EXHIBITS

- a) Exhibitor agrees to display only new, unused current-model-year boats and marine related products. Exhibitor will not display any product without the endorsement or approval of the manufacturer. Exhibitor represents that it has full authority and all approvals necessary to display and sell its products at this show.
- b) Show Management reserves the right to determine the eligibility of any company or product for inclusion in the show. No Exhibitor shall exhibit, or permit to be exhibited in the space allocated to them, any merchandise other than that specified in this application.
- c) Exhibitor agrees that Show Management may remove any exhibits that it determines are of a disruptive, objectionable or inappropriate nature.

### 2. DISPLAY CHARACTERISTICS

- a) Dimensions of all exhibit areas are believed to be accurately stated on the floor plans. If there is a discrepancy or error, Show Management will make every effort to correct the situation once it is brought to our attention.
- b) Facility lighting may not illuminate all areas evenly and effectively and Show Management assumes no responsibility for providing additional lighting. If available, Exhibitor may order additional lighting at its expense (see Exhibitor Kit). Show Management assumes no responsibility for temperature levels during set-up, exhibit or takedown periods.

### 3. LATE ARRIVALS

Exhibitors arriving for set-up after their scheduled installation time can be relocated to any location specified by Show Management or, if no alternative is available, may be required to forfeit their show participation rights.

### 4. STAFFING OF EXHIBITS

- a) Exhibits must be staffed during all show hours.
- b) Exhibit removal prior to the final day's close of the show is strictly forbidden.
- c) Exhibitors that do not comply with these regulations will not be offered renewal of their space in the following year's show.

### 5. PAYMENT FOR SPACE

- a) Exhibitors must be paid in full before they are allowed to move into the show. (All other accounts with Expo South must also be current.)
- b) Exhibitors who fail to make space payments in accordance with the terms on the application will not be considered for space increases, location changes or upgrades of any kind and are subject to cancellation without credit or refund.

### 6. CANCELLATIONS AND CUTBACKS

- a) Should the exhibitor wish to cancel this contract or reduce the total amount of space (or spaces), Expo South will refund all payments received only if written notice of the request for cancellation is received by Expo South before the contract is accepted by Expo South.
- b) Once a contract has been accepted, written notice of a cutback or cancellation must be sent to Expo South. Specific deadlines and details regarding cancellation are stated on each individual show/expo applications.
- c) For all Exhibitors requesting a space reduction, Expo South reserves the right to relocate the exhibit or reconfigure it as determined by show management.

### 7. SUBLEASING

Exhibitors may not sublease their space. Sublease in this use includes renting, sharing, donating or in any way allowing another company or person to display or advertise in an exhibitor's space. Non-exhibiting firms may not place stickers, placards, or other signs anywhere in the show.

### 8. SALE OF MERCHANDISE

Management reserves the right to limit over-the-counter sale of products for delivery at the show to designated areas. The exhibitor agrees to be solely responsible for registering for, collecting, and reporting appropriate sales taxes.

### 9. INDEMNIFICATION

- a) Exhibitor, without regard to assignment, lease, sublease or dealer occupancy shall indemnify, hold harmless, defend and reimburse the show venue, Expo South and their managers, officers, agents and employees, and each of them ("indemnitees") from all losses, claims, liability, damage, actions, judgments recovered from or assessed against above named indemnitees, plus expenses (including, without limitation, attorney's fees and expenses) (i) from the breach by Exhibitor and/or its Contractors, their directors, officers, employees, agents or Exhibitor's contractors, or any of them, of any representation or covenant set forth herein; (ii) for any injury to or death of any persons, or any loss of, through theft or otherwise, or damage to, property arising in any way in connection with the use and enjoyment by the Exhibitor, or any other person or entity, with the permission, express or implied, of Exhibitor of the space, equipment or the show space or hall; (iii) arising from the use of equipment, devices furnished to or used by the Exhibitor, or other persons in connection with the show, or the use of the space.

- b) Each party agrees that the federal and state courts sitting in the city of the show have exclusive jurisdiction to hear and to determine all claims and disputes between the parties arising out of this agreement. Exhibitor waives any objection based upon lack of personal jurisdiction, improper venue or forum non conveniens. Each party hereby waives its right to a jury trial in the event of any such litigation. Neither party shall have any liability to the other for punitive, incidental, or consequential damages, including, but not limited to, loss of profit, revenue, or enterprise value, as a result of a breach of this agreement, tort, or otherwise, to the full extent such liability may be disclaimed by law.

### 10. ACTS OF GOD

Expo South shall have no liability whatsoever for any matter or thing resulting from strikes, lockouts, fire, acts of terrorism or war, or other acts of God; except that if Exhibitor's show space has not been made available to Exhibitor, Expo South shall return to Exhibitor payments made by Exhibitor after deducting therefrom a pro-rata share of expenses incurred in connection with said Show.

### 11. INSURANCE

- a) Expo South shall not be responsible for any loss of or damage to any property of the Exhibitor for any reason, including theft. -Exhibitor is required to follow and use all of the security arrangements made by Expo South for property and valuables when the show is not open.
- c) The Exhibitor understands that neither Expo South nor the show venues maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

### 12. COPYRIGHTS

Exhibitor hereby assumes all responsibility for, and all costs and expenses arising from, Exhibitor's or Exhibitor's agents' or employees' incorporation or use during the Event of any music, written material, dramatic rights, inventions, devices or similar items that are the subject of any copyright, trademark, tradename, patent, franchise or other contractual or statutory protection. Exhibitor agrees to indemnify, defend and hold harmless Expo South and its directors, officers and employees from any claims, damages, costs or expenses, including, without limitations, attorneys' fees and expenses, incurred by any of them that arise out of or in connection with such incorporation or use.

### 13. AMENDMENTS

- a) The Show Management has full power in the interpretation and enforcement of all terms, rules and regulations and full power to establish other rules and regulations considered necessary for the proper conduct of the Show.
- b) Exhibitor agrees to comply with such terms, rules and regulations. Exhibitor's failure to comply with such terms, rules and regulations shall entitle Expo South to terminate Expo South's obligations under this contract and remove Exhibitor from the show or shut down or darken Exhibitor's space.
- c) Exhibitor agrees to comply with all pertinent laws, codes and regulations of municipal or other authorities which affect the show space.
- d) No failure by Expo South to enforce or any delay in the enforcement of any rights or power by Expo South shall impair any right, power or remedy that Expo South may have under this contract.