

## BASIC TERMS & CONDITIONS

All exhibits and exhibitors are subject to the following rules and regulations. The words "Management" used herein refers to Show management or The Tomahawk Regional Chamber of Commerce acting through its agents or employees in the management of the Show. This contract for exhibit space, when properly executed by the Exhibitor and Management, shall be considered a binding agreement between the two parties.

- 1) **Qualifications** – Eligibility is generally limited to selected persons or firms who deal in products and services related to the "Outdoor Recreation." Applicants may be required to submit a description of the nature of their business and the scope of items to be exhibited. Management reserves the right to reject anyone's application to exhibit.
- 2) **Assignment of Space** – Management will attempt to honor an Applicant's request for booth or bulk space. However, Management specifically reserves the right to assign Applicant the best space available should their choices be unavailable.
- 3) **Character of Exhibits** – Exhibitor agrees to display only new products or services sold in the regular course of business and as described in this contract. Each exhibit must comply with applicable laws, codes and ordinances. Exhibits shall be dignified in character and, in the judgment of Management, not offensive to the general public. Management reserves the right, in its sole discretion, to reject and/or remove any exhibit or portion of an exhibit not in keeping with this rule or purpose of the Show.
- 4) **Subletting of Space** – Exhibitors shall not assign, sublet or apportion any exhibit space in whole or in part.
- 5) **Payment for Space** – Exhibitors with outstanding payments due prior to Show set-up will not be permitted to move on Show site. All exhibit space money shall be retained by management in the event the Exhibitor fails to fulfill or violates contract or withdraws from the Show, and the parties hereto shall have no further liability to one another. All uncollectible checks will be subject to a \$35.00 service charge. If payments are not made on a timely basis, Management reserves the right to terminate the contract; reduce the size of the exhibit space; or collect the contracted amount.
- 6) **Installation of Exhibits** – Installation of exhibits will be completed according to the schedule established by Management and must be complete and ready no later than one hour prior to Show opening. Moving of exhibits after Show opening is prohibited. **Show move-in Friday, September 6<sup>th</sup> 9 a.m. – 2 p.m. SARA PARK**  
Exhibits shall be maintained intact and attended during all regular Show hours. Exhibits shall be installed, maintained and removed in the safest possible manner. **Hours: Friday September 6<sup>th</sup> 4 p.m. – 9 p.m. Saturday Sept 7 10 a.m. – 3 p.m.**
- 7) **Removal of Exhibits** – Exhibits must be removed within 4 hours after the Show or as otherwise directed. If not timely removed, Management reserves the right to hold Exhibitor responsible for all costs incurred caused by untimely removal. Exhibits will not be permitted to leave the Show site at any time after installation until the final closing of the Show.
- 8) **Sound Control & Music** – Loud speakers, radios, TV's or the operation of any machinery or equipment which, in the opinion of Management, is of sufficient volume to be annoying to neighboring exhibitors or the public will not be permitted. Also, Exhibitor shall indemnify and hold Management harmless for all claims and/or damages arising from its failure to obtain licenses for recorded or live music or other media played in its exhibit space.
- 9) **Signs & Displays** – All signs and displays shall remain within the Exhibitor's space, and must be designed and constructed as to not detract from other exhibits. Booth signs nor signs and displays in bulk space cannot exceed 8' in total height.
- 10) **Fire Hazards** – Explosives and inflammable materials which conflict with insurance underwriting or Fire Department guidelines must be excluded. All exhibits must be in compliance with ordinances and laws of the city and state in which the Show is held.
- 11) **Service** – All services, equipment, electricity, furniture and furnishings provided to the Exhibitor shall be paid for by the Exhibitor, unless otherwise stipulated by Management, and shall normally be obtained through an independent service contractor.
- 12) **Insurance & Liability** – Neither Management, Sponsors, Facilities, nor their representatives, will be responsible for any injury, loss or damage, that may occur to the Exhibitor or to the Exhibitor's employees or property from any cause whatsoever, prior, during or subsequent to the period covered by the exhibit contract, and the Exhibitor on signing the contract expressly releases the above named corporations or individuals from any and all claims and all loss, damage or injury whatsoever. Exhibitor will provide proof of liability and employee compensation insurance to Management prior to the Show; said liability and employee compensation policies shall include coverage of both the general public and employees attending the exhibit.
- 13) **Eventualities/Destruction of Premises** – In case the Show site or Facilities shall be destroyed by fire, the elements, another cause, or in case of war, government regulations, or any other circumstance whatever, which shall make it impossible for Show Management to permit the contracted space to be occupied by the Exhibitor, this contract will terminate and the Exhibitor shall waive any claim for damages or compensation except for the pro-rated return of the amount paid for space contracted, diminished only by the amounts expended to produce the Show.
- 14) **Responsibility** – Additional information or exhibitor manual pertaining to Exhibitor's Show responsibilities is included as a binding part of this contract; its rules and regulations must be adhered to.
- 15) **Space Accessibility** – In accordance with Title III of the Americans With Disabilities Act (ADA), Exhibitor is responsible for making its exhibit accessible to the disabled, and must indemnify and hold harmless the Show Facilities, Management and Sponsors against failure to do so.
- 16) **Taxes** – Exhibitor assumes the entire responsibility for and shall hold harmless the Facilities, Management and Sponsors, their agents or employees from all local, state and federal taxes associated with sales activities relating to its exhibit.
- 17) **Rules of Exhibit Facility** – Rules published by the owner or operator of the facility in which the Show is located, are incorporated herein by reference and made a part hereof. Such rules will be distributed upon request.
- 18) **Use of Exhibitor's Name** – Exhibitor authorizes Management, its agents and employees, to use the Exhibitor's name to promote the Show and to solicit other exhibitors for this and other Shows.
- 19) **Amendments** – Management will have the full power in the interpretation and enforcement of all contract rules and regulations contained herein, and the power to make such amendments thereto, and such further rules and regulations as shall be considered necessary for proper conduct of the Show.