



## **Bead Fest Summer 2017 Terms & Conditions**

This Agreement is between F+W Trade Show & Events, LLC and the Exhibitor named on page one of this Agreement

**ELIGIBILITY:** F+W Trade Show & Events, LLC has the right to determine the eligibility or termination of any Exhibitor or product for inclusion in the Expo.

**ALLOTMENT OF SPACE:** Booth space allotments will be made by F+W Trade Show & Events, but where practical in our sole discretion, taking into account preferences and priorities of the Exhibitor concerning location and/or adjacency to competitors. We reserve the right to make reasonable shifts of table or booth location as necessary at any time.

**CONDITIONS TO SET UP BOOTH SPACE:** Exhibitors not checked in two (2) hours prior to show opening will forfeit their booth(s)/table(s). **NO REFUNDS.** If an Exhibitor fails to install its product in its exhibit space within the time limit set for opening exhibits, fails to pay the space rental per the specified schedule, or fails to comply with any other provisions concerning use of exhibit space, F+W Trade Show & Events has the right to take possession of said space for such purposes as it sees fit and the Exhibitor will be held liable for the full rental price of said space. Exhibitor acknowledges that Exhibitor's failure to appear at the Expo does not release the Exhibitor from responsibility for payment of the full cost of the booth space rented. Exhibitor further acknowledges that if Exhibitor is overdue in any payment obligation to F+W Media, whether or not related to the Expo, F+W Trade Show & Events, LLC shall have right to restrict Exhibitor from setting up the booth, without any refund, until the overdue amounts are paid.

**LIMITATION OF LIABILITY:** All property of Exhibitor is understood to remain under Exhibitor's custody and control, in transit to or from or within the confines of the exhibit hall, subject to the rules and regulations of the Expo. All merchandise shown or displayed by the Exhibitor in the exhibit hall shall be the sole responsibility of the Exhibitor. Under no circumstances shall F+W Trade Show & Events, LLC be responsible for any loss or damage to the merchandise or damage to the property of any Exhibitor.

Exhibitor agrees to make no claim against F+W Trade Show & Events, LLC or service contractors for: a) loss, theft, damage or destruction of goods; b) for any damage of any nature, including damage to its business, by reason of failure to provide space for its exhibit; c) for any action of any nature of F+W Trade Show & Events, LLC; and d) for failure to hold the expo or any portion of the Expo, as scheduled.

Any rights and remedies referred to herein shall be considered reasonable and shall be in addition to any and all remedies sought by F+W Trade Show & Events, LLC hereunder in the event of or on account of any breach or this Agreement by the Exhibitor.

Exhibitor assumes all liability with respect to any liability to any Performing Rights Society, ASCAP, or other organization with regard to any live and/or recorded music at the Exhibitor's booth.

**INSTALLATION, EXHIBITING, DISMANTLING:** Exhibits are to remain open and staffed at all times during Expo hours. Exhibitors shall not dismantle their display or begin tear down prior to the close of the Expo. Any violations will result in a **\$250 penalty fee & incur risk of losing booth space** and/or position at any or all future events. This fee may be drawn from deposits received for future events which would impact the balance due for those events.

Hours and dates for installation, exhibiting and dismantling will be those specified by event staff and are subject to change. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Expo floor at the time specified by event staff.

**STORAGE OF PACKING CRATES AND BOXES:** Exhibitors are required to store all packing crates, boxes and booth material within the confines of their booth space. For storage of large crates or containers off of the Expo floor, please contact event staff in advance.

**RESTRICTIONS IN OPERATIONS OF EXHIBITS:** Exhibitor assumes all responsibility for compliance with all Expo rules and applicable ordinance, regulations, codes of local, state and federal government authorities concerning fire, safety, health and business licenses or permits needed to sell at the Expo, as well as with the rules and regulations of operators and owners of the property and facility in which the Expo is held.

**NOTHING (No Tables, Chairs, Displays, Etc.) Can Extend Into the Aisles.**

**All transactions must take place within the allocated booth space and not extend into the aisles, including customers waiting to pay for purchases.** F+W Trade Show & Events, LLC reserves the right to prohibit or restrict any display or activities which results in an obstruction of aisles, attendees, buyers' line of sight, access to a nearby exhibitor's booth, or which is offensive to other exhibitors or attendees, determined by event staff, in its sole discretion. Booths must conform to the following dimensions: No display or other constructions can exceed 8' on the back wall. The maximum 8' height is allowed to extend at the

sides of the booth to no more than half of the full booth's dimensions, from the back wall. The front of the display or construction cannot exceed 4' high, for the first 2' of the space. Requirements of the exhibition hall may cause modification to these dimensions and shall be complied with when provided by F+W Trade Show & Events, LLC to the Exhibitor.

Any Exhibitor not in compliance with rules, ordinance, regulations or codes shall be required to dismantle its exhibit and shall vacate the premises forthwith. In such event, no refund will be given to Exhibitor, and F+W Trade Show & Events, LLC shall not be responsible for any damages, costs or losses suffered by the Exhibitor. Alcoholic beverages in exhibit booths are prohibited. Storage batteries (wet cell) are not permitted inside the exhibit hall. Smoking is not permitted in the exhibit hall. Amplifiers, stereos, and other sound generating equipment must be operated at levels that will not interfere with other Exhibitors or cause excessive noise in the exhibit hall. Event staff reserves final determination as to whether an Exhibitor is in violation of this policy. All demonstrations, sales, activities, distribution of sales materials, etc. must be confined to the limits of the Exhibitor's booth area. All other local fire and facility rules and codes must be followed and will be provided prior to the Expo.

**WHOLESALE/DISCOUNTING:** Wholesale transactions are to be conducted only with qualified buyers with proper tax resale licenses. Exhibitors are not allowed to sell wholesale to the general public. F+W Trade Show & Events, LLC may terminate this Agreement and take possession of Exhibitor's booth space without refund if Exhibitor sells wholesale to the public.

Extreme product discounts with the intent to sell a high volume of out dated or otherwise unsalable merchandise is prohibited. Determination of compliance with this policy is at the sole discretion of event staff. Noncompliance may result in the removal from the show.

**PRODUCTS:** Products offered for sale by Exhibitor must be identified as completely and accurately as possible, describing age, origin and materials. Cultural artifacts must have been legally obtained and must be documented. F+W Trade Show & Events, LLC may review all booths & reserves the right to require Exhibitors to remove from display any item deemed inappropriate for the Expo. Exhibitors may not change the products specified to be sold on page one (1) of this Agreement without prior written notification to and approval from F+W Trade Show & Events, LLC. F+W Trade Show & Events, LLC of Exhibitor's booth space without refund if Exhibitor breaches any of these provisions.

**SIGNAGE:** Booth signage which advertises Clearances is not allowed. Exhibitors may price merchandise as desired, but may not have signage advertising sales or discounts. Signs involving the use of neon or similar gases are prohibited. Any signage may not extend outside of the booth as per the Restrictions in Operations of Exhibits section of this Agreement.

**CARE OF PREMISES:** Exhibitor is liable for any damage caused to the exhibit building, floors, walls, columns, standard booth equipment (table, carpet, draping, chairs, wastebasket) or other Exhibitors' property. Application of labels, tape, paint, lacquer, adhesives or other coatings to the facility's columns, floors, walls or standard booth equipment is strictly prohibited. Exhibitor agree to pay promptly for any all damage to the facility or its equipment, incurred through carelessness or otherwise, caused by the Exhibitor or its employees, contractors or representatives. Exhibitor acknowledges that F+W Trade Show & Events, LLC does not maintain insurance covering damage, destruction or loss of Exhibitor's property. Accordingly, it is the sole responsibility of the Exhibitor to obtain fire, theft, liability, business disruption, property damage and/or other insurance covering such and other losses and to name F+W Trade Show & Events, LLC as an additional insured. Exhibitors are encouraged to secure valuable exhibit materials during non-show hours. It is expressly understood by Exhibitor that neither F+W Trade Show & Events, LLC or its employees, agents, or representatives shall be liable for damage or injury to the Exhibitor, including Exhibitor's guests, invitees, employees, or agents, whether to person, business, or property, as a result of robbery, fire, theft, accident or any other cause whatsoever.

**RELEASE:** The Exhibitor releases and forever discharges F+W Trade Show & Events, LLC., employees, officers, and its parent company and affiliates from all and any manner of actions, liabilities, suits, or claims (including attorney's fees) which may arise out of or relate to the use or occupancy of any exhibit space or service provided to the Exhibitor under this Agreement.

**ENTIRE AGREEMENT:** The terms and conditions herein set forth, including those on the front of this Agreement, constitute the entire agreement between the Exhibitor & F+W Trade Show & Events, LLC and such Agreement may not be modified except in writing. If any provision is invalid or unenforceable under applicable law, it is to that extent deemed omitted and the remaining provisions will continue in full force and effect. This Agreement will be construed in accordance with the laws of the State of Ohio, without regard to principles of conflicts of laws and regardless of the location of the exhibitor Exhibitor, and any claim, action or proceeding shall be commenced in the appropriate State or Federal courts in the State of Ohio. This Agreement shall be binding upon the successor and assigns of the parties hereto, provided that Exhibitor may not assign the Agreement without the prior written approval of F+W Trade Show & Events, LLC.