

TERMS & CONDITIONS

Exhibitor:

1. Applications for *River City Expo* Space & Payment.

Application for space must be made on the Contract for Exhibit Space provided by *River City Expo-Gumbs Media Group* and be executed by an individual with authority to act for the applicant (Exhibitor). reserves the right to reject any application.

The application must be accompanied by a nonrefundable payment of \$2,000.00 for exhibitors.

***See schedule for partners/sponsors

2. Cancellation by Exhibitor - Should the Exhibitor be unable to occupy the space contracted for, there will be no refund unless requested in writing by July 15th, 2024. All fees paid by the Exhibitor, less 25% fee, will be returned. Postmarked by U.S. Postal Authorities will be the determining factor.

3. Assignment of Space - Assignment of space will be determined by (GMG) based upon the character of the proposed exhibits and individual preferences as to location for each Exhibitor. (GMG) has the right to rearrange the floor plan in the event of any conflicts regarding space requests or conditions beyond its control.

4. Insurance - (GMG) shall provide no insurance for Exhibitor goods.

5. Care of Building - Nothing shall be posted on or otherwise attached to columns, walls, floors, or other parts of the Exhibit Hall without permission of (GMG) and the proper building authority. Packing unpacking, and assembly of exhibits shall be done only in designated areas and in conformity with directions of the Exhibit Manager.

6. Installation and Dismantling - Any requirements regarding installation and dismantling of exhibits shall be binding upon the Exhibitor as though set forth herein. All displays must be in place and set up no later than one hour prior to the official opening of the *River City Expo*. (GMG) has the option to contract labor, at the exhibitor's expense to set up any booth not ready by the official setup time. To insure a professional climate and appearance, all exhibits shall be operational through the closing hour of the Exhibit Hall. **No Exhibitors** are permitted to dismantle or move from the Exhibit Hall any or all of their display between the opening and closing hour of the Expo without express written permission of the Exhibit Manager.

7. Booths - Standard booth equipment (back and side wall draping and uniform identification sign) will be provided by the Exhibitor. If the Exhibitor plans to install a display, no part thereof shall obstruct the view of adjacent exhibits. No part of any display may be over eight feet in height without the permission of the Exhibit Manager. The back three feet of rented space may be occupied up to eight feet in height; the front may be occupied up to 48 inches only. Sound presentations, slides, or movies will be permitted if tuned to conversational level and if not objectionable to neighboring exhibitors. (However, see section 16.) (GMG) reserves the right to restrict the use of glaring lights or objectionable lighting effects. No exhibits will be permitted which interfere with the use of other exhibits or impede access to them or the free use of the aisle.

8. Default Occupant - Any Exhibitor failing to occupy space contracted for is not relieved of the obligation to pay for such space at the full rental price. Unless arrangements for delayed occupancy have been approved by (GMG), unoccupied space shall be used or reallocated by (GMG).

9. Exhibitor Representative and Personnel - Exhibit booths are to be manned at all times during exhibition hours by a duly authorized representative of the Exhibitor. The number of Exhibit personnel in the booth at any one time shall not exceed four.

10. Use of Space - Exhibits shall be shown only in the designated display area. Exhibitor agrees not to display articles, equipment, or services in private suites or rooms during *River City Expo*. No Exhibitor shall permit any other entity or its representatives to use the space rented, nor shall the Exhibitor display articles not sold by it. However, at the Exhibitor's option, and with full written approval of (GMG), exhibit space may be shared with one additional Exhibitor. The second Exhibitor must make application for space pursuant to paragraph one herein and must abide by all other provisions of the Exhibitors' Agreement. The fee for the second Exhibitor will be 50 percent of the total exhibit fee. Upon submission of documented proof that a parent/subsidiary relationship exists between Exhibitors choosing to share space, the fee for the second Exhibitor will be reduced to 25 percent of the total exhibit fee. (GMG) shall issue two additional Exhibit Hall-only badges for use by the second Exhibitor. (GMG) shall determine the hours of access to Exhibit space.

11. Distribution of Printed Matter, etc., - Except from within rented space, Exhibitors shall not distribute printed matter, samples, souvenirs, and the like. Distribution of such materials elsewhere in the Exhibit Hall is not permitted. Any material bearing the name or logo of (GMG) or material implying authorship or endorsement by (GMG), is strictly prohibited.

12. Mailing List - Following the *River City Expo* and, on request, (GMG) shall provide each Exhibitor with a mailing list of registered *River City Expo* expo attendees. This list is provided for the sole purpose of contacting attendees or following up on contacts made at the meeting. Any reproduction of the list is strictly prohibited.

13. Cancellation or Relocation - In the event of cancellation or relocation of *River City Expo* due to circumstances within (GMG) control, the liability of (GMG) shall be limited to a refund of fees paid to (GMG) by the Exhibitor.

14. Fire and Safety Regulations - Exhibitor agrees to comply with hall and local fire and safety regulations at all times and to maintain the Exhibitor's space through the exercise of reasonable care and caution. Exhibitor agrees to permit inspection of its space by the local fire marshal or other public safety personnel.

15. Labor - Forms will be sent by the Official Service Contractor to facilitate ordering furniture, carpeting, labor, etc. A service desk will be open during the exhibition and labor may be ordered on site if needed. Exhibitors agree to comply with local union requirements. Please see Official Service Contract kit for specific labor regulations. Any conflicts or disagreements regarding union jurisdictions or interpretations thereof shall be resolved with representatives of the Official Service Contractor and the Exhibit Manager.

16. Copyrighted Music - The use of copyrighted music by Exhibitors at any time during the Expo is prohibited without the express, advance written permission of the Exhibit Manager.

17. Violations Prior to the *River City Expo* - (GMG) reserve, the right to prohibit any Exhibitor from attending and participating in the *River City Expo*, if, in the sole judgment of the Exhibit Manager, the Exhibitor's conduct prior to arrival at the *River City Expo* site violates the provisions of the Exhibitors' Agreement. In these circumstances, (GMG) shall refund fees paid by the Exhibitor, less the nonrefundable 25% for admin. costs to (GMG).

18. Additional violations and (GMG) Right to Remove Property - (GMG) reserves the right to remove from the Exhibit Hall premises any or all of the property of the Exhibitor should the *River City Expo* be canceled or relocated, or should the Exhibitor violate any of the conditions of the Exhibitors' Agreement. In addition to the general provisions hereof, any of the following actions by an Exhibitor shall constitute a violation of the conditions of this Exhibitors' Agreement and shall result in the removal of the Exhibitor's property and, in such circumstances no part of the Exhibitor's fee will be returned. This right may be exercised without prior notice and without bearing.

a. Use of a display of equipment, products, or services which varies in any significant way from the description supplied to (GMG), or which (GMG) finds objectionable, or which reflects unfavorably on the character of the *River City Expo*.

b. Violation of any municipal, state, or federal laws, rules or regulations, including safety codes.

c. Failure to remove the Exhibitor's property from the, Exhibit Hall upon cancellation or relocation of the *River City Expo*.

d. Any conduct on the part of the Exhibitor or any representative or personnel of the Exhibitor which, in the sole judgment of the Exhibit Manager, is disruptive to the events taking place in the Exhibit Hall, to other Exhibitors, to the staff of the hotel or mall or (GMG), or to the events of the *River City Expo*.

19. Remedies - In the event the Exhibitor violates any of the conditions of the Exhibitors' Agreement, (GMG) reserves an absolute right to invoke either or both of the following remedies, which shall be in addition to, and not in lieu of, any other rights or remedies granted under this agreement or available under general contract law:

a. (GMG) may order the Exhibitor to remove Exhibitor property and personnel, or have them removed under the provisions of section 17. In these circumstances, no part of the Exhibitor's fees will be returned.

b. (GMG) may refuse thereafter to enter into any agreement with the same or related signatory/exhibitor to lease exhibit with the same or related signatory/exhibitor to lease exhibit space at future conferences or meetings sponsored by (GMG).

20. Liability - a. (GMG) undertakes no duty to exercise care, nor does it assume any responsibility for the protection of the property of the Exhibitor or its representatives, to indemnify the Exhibitor for loss of the property used in connection with the exhibit from theft or damage or destruction by fire, accident, or other cause. Small and easily portable articles shall be properly secured or removed after exhibition hours and placed in safekeeping by the Exhibitor. Any protection exercised by (GMG) shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by the Exhibitor.

b. The Exhibitor agrees to indemnify and hold (GMG), its agents, and the **Prime Osborn Convention Center** and its management harmless from all such claims and from all claims or liability of any nature whatsoever arising from the activities of any Exhibitor or any of its representatives or from the display or use of the property of the Exhibitor.

c. (GMG) shall not be liable for any failure to deliver space to an Exhibitor. In such an event, (GMG) shall reimburse Exhibitors pro-rata on any fees paid, less 25% fee to cover any reasonable expenses incurred by (GMG) for advertising, administration, and related costs.

RIVER CITY EXPO/GUMBS MEDIA GROUP

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