

2022 Good Earth Home, Garden & Living Show Application/Agreement – Terms and Conditions

- 1. EXHIBIT HOURS** - Management shall determine and publicize the hours the Show will be open to the public each day.
- 2. MERCHANDISE REMOVAL** - Exhibitor must provide Customers receipts for merchandise sold. No exhibits, part of an exhibit or unsold merchandise may be removed from the Space or Building until 5:00pm on Show's last day without Management written approval.
- 3. DELIVERY** - All shipments to Exhibitor at the Building must be PREPAID by Exhibitor.
- 4. DISPLAYS** - No signs, partitions, apparatus, shelving, etc., may extend more than eight feet high in the rear of Exhibitor's Space if Space backs up to another exhibit. All exposed parts of Exhibitor's Space and display must be finished and or covered so it is not unsightly when viewed from other booths.
- 5. RUNNING OF ENGINES** – Exhibitor may not operate any engine, including but not limited to oil, propane, diesel or gasoline engines, inside the Building.
- 6. SPACE LIABILITY** - The Exhibitor is entirely responsible for the Space occupied by him and shall not injure, mar or deface the Space, Building or other premises. The Exhibitor shall not drive or permit to be driven any pins, nails, hooks, tacks, or screws in any part of the Building. Furthermore, Exhibitor shall not affix advertisements, signs, etc., or use adhesive type materials to the walls or windows of the Building(s). Automobiles, trucks and similar conveyances displayed by Exhibitor in the Space shall have drip pans and/ or protective material under them to safeguard the floor from oil stains etc., and all landscaped areas must have a similar barrier under them to safeguard the floor. The Exhibitor agrees to reimburse the Management, and the Lane Events Center for any loss or damage to the premises or equipment.
- 7. AISLES** - The aisles, passageways, lobbies, and overhead spaces beyond Exhibitor's assigned Space remain under the control of the Management and no signs, decorations, banners, advertising material, or exhibits, will be permitted in those areas except by written permission of Management. All Exhibitor's personnel must remain within the confines of Exhibitor's Space, and Exhibitor shall not erect signs or display products obstructing the view, occasion injury, or disadvantageously affect the display of other Exhibitors. Exhibitor's display must be able to accommodate a reasonably sized audience for demonstrations.
- 8. SPACE** - The Exhibitor's Space is to be used solely by the Exhibitor and no portion can be sublet, assigned or otherwise used by any other person or business. The Exhibitor shall forfeit its right to the Space; all prepaid space costs and upon demand pay any balance owing to Management if it fails to occupy or use its Space during the Show or fails to have its exhibit completed and in place by 10:00 am on the opening day of the Show. If Exhibitor forfeits its Space or this Agreement is terminated for any reason, Management may re-rent.
- 9. REASSIGNMENT** - Management may move Exhibitor to another space location, or remove Exhibitor and its display or exhibit altogether, if necessary to conform to any Building, City, County, State, or Federal laws or regulations. Management may move the Exhibitor's space location to meet display requirements, guidelines, and needs of the Management.
- 10. PARTICIPANTS** - This application and agreement does not reserve for, nor guarantee to, Exhibitor any specific space or priority, right of first refusal, or any other manner of participation in any future shows.
- 11. ALCOHOLIC BEVERAGES** - Exhibitor and its employees, agents and guests shall not consume any alcoholic beverages except in designated areas. Management, in its discretion, may remove Exhibitor and its exhibit from the Show without refund in violations.
- 12. RESTRICTIONS** - Management reserves the right to restrict or remove Exhibitor for a display or exhibit that has been falsely entered, violates this agreement, or is deemed by Management in its sole discretion as unsuitable or objectionable. Exhibits deemed unsuitable or objectionable must be removed if the objectionable condition is not immediately corrected after one verbal warning. Unsuitable and objectionable exhibits include, but are not limited to noise, public address systems, persons, animals, birds, conduct, printed matter, odors, food, or anything objectionable to Management, Building administration, or the general public. Exhibitor will not receive a refund for such removal. No inflated balloons or sharp objects may be handed out or sold. No compressed gas or air tanks are allowed in building during show hours. No microphones or sound systems without written permission of Management.

13. USE OF COPYRIGHTED MATERIAL - The playing, performing or other use of copyrighted television or radio transmission, music, videotape, audio-visual material, or any other work, whether live or recorded, by Exhibitor or its agents, representatives or employees is expressly prohibited unless the exhibitor or its agents, representatives or employees have contracted with the owner, ASCAP, BMI or a similar organization to use the work at the show. Exhibitor agrees to indemnify, defend and hold harmless Berg Productions, Inc. (and its respective officers, directors, owners, employees, insurers, agents, representatives and assigns) against any and all claims and costs of defense, or fees paid by Berg Productions, Inc. to ASCAP, BMI, or similar organizations arising from any unauthorized use of any work by Exhibitor or any of its agents, representatives or employees.

14. INSTALLATIONS - Any special carpentry, wiring, electrical or other work, steam, water or drainage connections shall be installed at Exhibitor's expense, and within the Building and Management's rules and requirements.

15. ALL EXHIBITS MUST COMPLY WITH ALL LAWS, ORDINANCES, REGULATIONS & FIREMARSHALL INSTRUCTIONS - All Building, City, County, State, and Federal Licenses, inspections, and permits shall be obtained by the Exhibitor at his own expense prior to the opening of the show. Non-compliance may result in exhibit removal with a refund.

16. ELECTRICITY - 120 and 208 volts, 60 cps, single or 3 phase, is available in the building. Each 10x10 Exhibit Space is furnished with one fused 120-volt duplex receptacle outlet of up to 500 watts capacity, without charge. All electric connections shall be equipped with an Equipment Ground Conductor. Exhibitor can purchase additional electrical from the Facility.

17. TERMINATION OF CONTRACT – Any termination or cancellation by Exhibitor must be in writing. If this agreement is terminated or cancelled by Exhibitor for any reason, or by Management because of Exhibitor's default or violation of the terms of this agreement, then monies paid to Management by Exhibitor shall be retained as follows: If cancellation occurs 45 days or more before the start of the show, then Management shall retain 25% of the entire cost of the Exhibitor's Space and return the balance paid to Exhibitor. If cancellation occurs within 44 days or less prior to the first day of show, Management is entitled to the entire cost of the Exhibitor's Space, which includes money paid by Exhibitor, and Exhibitor will owe Manager any outstanding balance and fees. Management shall retain these monies as reasonable damages for the direct and indirect costs incurred by Management for organizing, setting up and providing space for Exhibitor, and losses and additional expenses caused by Exhibitor's withdrawal including re-let of the space.

18. LIMITATION OF MANAGEMENT LIABILITY - The fees paid by Exhibitor do not include any payment for assumption of risk by Management. ACCORDINGLY, IN NO EVENT SHALL MANAGEMENT BE LIABLE FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL (INCLUDING LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION), INCIDENTAL OR OTHER DAMAGES ARISING OUT OF OR RELATING TO THE SHOW OR ANY SERVICES PROVIDED HEREUNDER, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON WARRANTY, CONTRACT OR TORT, AND INCLUDING DAMAGES OR EXPENSE INCURRED BY EXHIBITOR IF THE SHOW IS CANCELLED FOR ANY REASON. IN NO EVENT SHALL MANAGEMENT BE LIABLE TO EXHIBITOR FOR ANY REASON IN AN AMOUNT IN EXCESS OF THE TOTAL AMOUNT PAID BY EXHIBITOR TO MANAGEMENT HEREUNDER.

19. SECURITY FOR SPACE PAYMENTS - Failure of Exhibitor to make any required payments to Management shall entitle Management to take possession of Exhibitor's display and merchandise in Exhibitor's Space, and Exhibitor hereby grants Management a security interest in all such display and merchandise, permits Management to retain the same as security for such unpaid amount, and agrees that Management shall have the right to dispose of same without notice to Exhibitor in such manner as it deems appropriate. Exhibitor agrees that Management shall retain sale proceeds to satisfy Exhibitor's unpaid amounts and to cover expenses incurred in disposing of such property, with any excess proceeds paid to Exhibitor.

20. DESTRUCTION OR INTERRUPTION - If Management 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, this agreement may be terminated or suspended by Management. It is expressly agreed that such a termination shall not constitute a breach of the contract. If for any reason Management determines the location of the show should be changed, or the dates of the show postponed, no refunds will be made, but Management shall assign to the Exhibitor, in lieu of the original space, such other space that

Management determines to be reasonably equivalent to the reserved space hereunder and the Exhibitor agrees to use such space under the same terms as this Agreement and Rules and Regulations as set out for the show. In the event of such termination or suspension, the Exhibitor waives any and all damages and agrees that Management may, after deducting all costs and expenses, including a reserve for claims, refund to the Exhibitor as and for complete settlement and discharge of said Exhibitor's claims and demands the prorated amount of all monies paid by all Exhibitors.

21. INDEMNIFICATION - Exhibitor shall protect, defend, indemnify and hold harmless Management and the Lane Events Center from and against any and all claims, damages, losses and expenses, including attorneys' fees, arising out of, or resulting from the Exhibitor's display and exhibit and the actions of Exhibitor and its officers, contractors, licensees, agents, employees, guests, and visitors.

22. INSURANCE - Exhibitor shall secure and maintain liability insurance, at its own expense, naming the Management and the Lane Events Center as additional insured. Exhibitor will furnish a certificate of insurance to Management.

23. ATTORNEY'S FEES - In the event any suit or other proceeding is commenced for the purposes of interpreting or enforcing any provision of this agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable attorneys' fees and related expenses in such proceeding and upon appeal thereof, in addition to the costs and disbursements allowed by law.

24. CONSENT TO USE OF EXHIBITOR'S LIKENESS - Exhibitor hereby grants Management a non-exclusive right to use visual and audio reproductions of Exhibitor, its Space and exhibit, and its employees, including without limitation, recordings, photographs, videos and other images or likenesses for the purpose of Management's promotions in this, and future Shows.

25. EXHIBITOR'S MANUAL – Prior to the Show, Exhibitor will receive an Exhibitor's Manual that provides specific rules and guidelines for Exhibitor's Space, exhibit, and display, and the Building, with regard to booth construction, move-in and move-out, and Building and fire code restrictions. The Exhibitor manual does not add or change the provisions of this agreement; however, Exhibitor agrees to follow all rules included in the Exhibitor's Manual, and Exhibitor agrees that this agreement may be terminated and Exhibitor may be removed without refund for violating any such rules.

26. USE OF NAME – Use of the name "Good Earth Home, Garden & Living Show" or any agent of said organization in recommendations of a product of service is prohibited.

Berg Productions, Inc. | PH: 541-484-9247 | Fax: 541-302-6845
Email: info@EugeneHomeShow.com | TIN: 93-1024065