

ALL THINGS KIDS EXPO

By Children's Service Society of Utah

EXHIBITOR CONTRACT – TERMS AND CONDITIONS

Defined Terms: The following are the terms and conditions for becoming an Exhibitor at the 2016 All Things Kids Expo. The term "Event" means All Things Kids Expo, scheduled for November 5, 2016 ("Event Date") at Thanksgiving Point ("Exhibit Facility"). The Event is owned, produced and managed by Children's Service Society of Utah ("CSS"). As used hereinafter, the term "Organizer" means, collectively, CSS and each of its respective officers, directors, agents, affiliates, representatives, employees, volunteers and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively the agency, organization, company or any other entity or person that applied for exhibit space and agreed to enter into this contract upon acceptance by CSS in the manner stated below and each of its officers, directors, shareholders, employees, contractors, agents, representatives, and/or invitees, as applicable.

Assumption of Risks and Releases: Exhibitor expressly assumes all risks associated with (resulting from or arising in connection with) Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Exhibitor hereby fully and forever releases and discharges to Organizer and Exhibit Facility, individually and collectively, and their present and former officers, directors, partners, affiliates, employees, agents, representatives and attorneys, and predecessors, assignees and successors of each of them, from all claims, actions, causes of action, demands, across-claims, counter-claims, obligations, contracts, indemnities, contributions, suits, debts, sums, accounts, controversies, rights, damages, costs, attorneys' fees, losses, expenses and liabilities whatsoever, in law, equity or otherwise (collectively "Claims") which either may now have or have had or which may hereafter accrue, individually, collectively or otherwise in connection with, relating to or arising out of Exhibitor's participation and/or presence at the Event. Exhibitor acknowledges that there is a possibility that, subsequent to the execution of this contract, it will discover facts or incur or suffer claims that were unknown or unsuspected at the time this contract was executed, and which if known by it at that time may have materially affected its decision to execute this contract. Exhibitor acknowledges and agrees that by reason of this contract and it is assuming any risk of such unknown facts and such unknown and unsuspected claims.

Indemnification: Exhibitor shall, on a current basis, indemnify, defend and hold Organizer and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses, which result from or arise out of or in connection with Exhibitor's participation or presence at the Event; any breach by Exhibitor of any agreements, premises or other obligations under this contract; any matter for which Exhibitor is otherwise responsible under the terms of this contract; any violation of infringement of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; any libel, slander, defamation or similar claims resulting from actions of Exhibitor; harm or injury (including death) to Exhibitor; and loss or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise. Exhibitor shall not settle or compromise any claims against Organizer without Organizer's prior written consent.

Limitation of Liability: Under no circumstances shall the Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of the acts or omissions whether or not apprised of the possibility of any such lost profit or damages. In no event shall the Organizer's maximum liability, under any circumstances, exceed the amount actually paid to CSS by the Exhibitor for exhibition space rental pursuant to this contract. The Organizer makes no representations or warranties, expressed or implied, regarding the number of persons who will attend the Event or regarding any other matters.

Qualification of Exhibitor: CSS, in its sole discretion, shall have the right to determine whether a prospective Exhibitor is eligible to participate in the Event. Applicants will be required to submit a description of the nature of their business and the items intended to be exhibited. CSS reserves the right to evaluate items or exhibits regarding quality and may take steps to limit excess duplication of products or services, in its sole discretion. CSS reserves the right to restrict or remove any exhibit which CSS, in its sole discretion, believes is objectionable or inappropriate. No "adult" material may be displayed or sold.

Assignment of Space: Exhibit space shall be assigned by CSS in its sole discretion for the Event and for the Event Dates only. Any such assignment does not imply that similar space will be assigned for future events by the Organizer. CSS reserves the right to change the floor plan or to move an Exhibitor to another location prior to or during the Event if CSS in its sole discretion determines that to do so is in the best interest of the Event. There is no guarantee that an Exhibitor will be assigned the exhibit space location(s) requested on the Contract. Every Effort is made to accommodate Exhibitor requests for space and position on the floor. A 25 percent deposit is required with the signed contract before a space will be assigned, with full amount due no later than 30 days prior to Exhibitor set up. CSS will not hold any space without a deposit.

Confidentiality: Exhibitor space pricing is subject to adjustment by CSS. Not all spaces will be sold at the same price as we may have offered discounts or promotions. Certain categories, such as sponsors and non-profits pay different prices. Your Exhibitor space price is strictly confidential and ANY discussion with other Exhibitors at an expo for any reason gives CSS the right to evict your participation and materials from the expo at any time.

Late Fee: Exhibitors, who do not pay in full by 30 calendar days prior to the event, will be charged a late fee in the amount of \$30 and the Exhibitor location will no longer be secure and subject to revocation.

Exhibit Space Occupancy: Hours and date for installing, occupying and dismantling exhibits shall be expressly specified by the Organizer. Exhibitor spaces must be set up, installed and ready to open no later than 9:50 am on the Expo date. Exhibitors must keep their displays and spaces open and occupied from 9:50 am to 6:10 pm on the day of the Expo. No display or merchandise take-down is allowed before 6:10 pm. Failure to comply may result in the Exhibitor being banned from future events. Spaces not set up and occupied by 9:50 AM may be re-assigned and there will be no refunds given.

Character of Displays, Use of Aisles and Common Areas: All exhibits shall display products or services in a tasteful manner as determined in Organizer's sole discretion. The aisles, passageways, walls outside of the Exhibitor's assigned space and all overhead spaces remain strictly under control of the Organizer and no signs, decorations, banners, advertising, material or special exhibits will be permitted in any of these spaces, except by written permission of the Organizer. Uniformed attendants, models and other employees must remain within the rental space occupied by their employers. Any and all advertising distribution must be made by Exhibitor only from within his or her delineated space. Equipment must be arranged so that show visitors do not restrict movement in the aisle while examining equipment or watching demonstrations. Distribution of samples and printed materials of any kind or any promotional materials are restricted to the exhibit space. Strolling entertainment, distribution or moving advertisements outside of an Exhibitor's exhibit space is prohibited.

Exclusivity: Exclusivity will not be granted to any one vendor (except if requested by a major sponsor), however precautions will be taken by the Organizer to limit undue duplication of similar items. Sales will be restricted to those items listed on your approved application. You will be notified prior to

acceptance if any of your listed items are required to be removed from your item list. Only sponsoring companies or entities may request exclusivity on certain products and services. If their request is granted, affected Exhibitors will be notified prior to the event of any new limitations. If an affected Exhibitor is not able to accept these new limitations, they may request to have their application nullified and receive a refund of any rental fees previously paid. The Exhibitor further understands that they are not entitled to receive any additional compensation.

Listings and Promotional Materials: By Exhibitors participation in the Event, Exhibitor expressly grants to CSS a full, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of the Exhibitor in any directory (print, electronic or other media), listings of the exhibiting companies at the Event and to use such names in CSS promotional materials. CSS shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. Exhibitor agrees that CSS may also use photographs of Exhibitor's space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any CSS or Expo promotional purposes.

Exhibitor Guide: After the Exhibitor contract has been approved and processed, CSS will send an Exhibitor Guide to the primary contact listed on this agreement. The Exhibitor Guide will include information integral to participation at the Event, including, but not limited to, additional Exhibitor rules and regulations, official order forms, registration, utilities and building services, show information, Exhibitor display rules, and move-in, move-out schedules, etc.

Care of Exhibit Facility: Exhibitor is responsible for any federal, state or local taxes and shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, equipment or the property of others caused by Exhibitor.

Taxes and Licenses: Exhibitor shall obtain any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event at its sole expense. Exhibitor shall obtain any necessary tax identification numbers and permits for paying any taxes, including sales tax, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event.

Copyrighted Materials: Exhibitors shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments. This includes radio and internet broadcasts.

Cancellation by Exhibitor: Exhibitors, who cancel exhibit space more than 30 days prior to the opening day of the Event, will be refunded fifty percent of the cost of purchased space. There will be no refunds for cancellations made less than 30 days prior to the Event. Generally, partial cancelation of rental space is not permitted; any partial cancelation must have prior written consent of CSS, which consent shall be at CSS's absolute discretion.

Cancellation by CSS: If Exhibitor fails to make a payment required by this contract in a timely manner, CSS may terminate this contract immediately (and Exhibitor's participation in the Event) without further notice and without obligation to refund monies previously paid. CSS reserves the right, at its discretion, to refuse Exhibitor permission to move in and setup an exhibit if Exhibitor is in arrears of any payment due to CSS. CSS is expressly authorized (but has no obligation, expressed or implied) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such a manner as it may deem best, and without releasing Exhibitor from any liability hereunder. If CSS removes or restricts an exhibit which CSS considers to be objectionable or inappropriate, no refund will be due Exhibitor. CSS may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under the contract without any obligations, expressed or implied, on CSS's part to refund any payment previously made and without releasing Exhibitor from any liability arising as a result of or in connection with such breach.

Cancelation of the Event: If CSS cancels the Event due to circumstances beyond the reasonable control of CSS (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility) CSS shall refund to each Exhibitor any exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of Organizer's liabilities to Exhibitor. CSS reserves the right to cancel, re-name or relocate the Event or change the dates on which it is held. If CSS changes the name of the Event or relocates the Event to another event facility within the same area, no refund will be due to Exhibitor; provided however, CSS shall assign use of such space to Exhibitor pursuant to the terms of this contract.

Additional Terms and Conditions: CSS has sole control over attendance policies. Except as provided to the contrary in this contract; all monies paid by the Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, CSS, in its sole judgment, may refuse to consider for participation in future events held by the Organizer an Exhibitor who violates or fails to abide by the contract and abide by the accompanying rules and regulations. Any amendment or modification to this contract must be in writing and signed by an authorized representative of CSS. Exhibitor may not assign this contract or any right hereunder, nor may the Exhibitor sublet to license or share all or any portion of its exhibit space without the prior written consent of CSS, which consent shall be in CSS's sole discretion.

Incorporation of Rules and Regulations: Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by CSS in its sole discretion. CSS may adopt rules or regulations, from time to time, governing such matters and may amend or revoke them at any time upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Guide or similar document) are an integral part of this contract and are incorporated herein by reference and shall have the full force and effects as if rules and regulations are fully set forth herein. Exhibitor shall observe and abide by additional regulations made by CSS as soon as these additional regulations are communicated to Exhibitor. This contract (including the Exhibitor Guide and any additional rules or regulations adopted by CSS) state the entire agreement of the parties with respect to the subject matter hereof.

Fire and Safety Laws: Federal, state, and city laws and venue rules and regulations must be strictly observed. Refer to specific venue fire code and regulation for exhibiting.

Observance of Laws: Exhibitor shall abide by and observe all federal, state and local laws, codes, and ordinances, rules, and regulations, and rules and regulations of the Exhibit Facility (including without limitation any union labor work rules). Without limiting the generality of the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

I/We have read and agree to abide by The All Things Kids Expo rules and regulations published on this form, Exhibitor Manual and subsequent additions.

Exhibitor/Responsible Party: _____

Date: _____

Co-Exhibitor/ Responsible Party (if any): _____

Date: _____

(CSS use) Contract # _____ **Notes:** _____