

TERMS AND CONDITIONS

1. USE OF SPACE

A. **LIABILITY:** The Exhibitor is entirely responsible for the space leased and shall not injure, mar, or deface the premises and the Exhibitor shall not drive nor permit to be driven any nails, hooks, tacks or screws in any part of any building. Furthermore, Exhibitor shall not affix to the walls or windows of building any advertisement, signs, etc., Or use scotch tape, masking tape or any other adhesive type materials on painted surfaces. The Exhibitor agrees to reimburse the facility and/or decorator for any loss or damage to the premises or equipment occurring in the space leased to the Exhibitor. Show Management and the sponsors shall not be liable to perform its obligations under its contract as a result of strikes, riots, acts of god, or any other cause beyond its control.

B. **AISLES:** The aisles, passageways, and overhead spaces remain strictly under the control of the Management and no signs, decorations, banners, advertising matter or special exhibits will be permitted in here except by special written permission by the Management. All exhibits, and their personnel must remain within the confines of their own spaces and no Exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view, cause injury, or disadvantageously affect the display of the other Exhibitors. No interference with the light or space of another Exhibitor will be permitted.

C. **SPACE:** The space contracted for its to be used solely for the Exhibitor whose name appears on the contract and it is agreed that Exhibitor will not sublet or assign any portions of same without the written consent of the Management. In the event Exhibitor fails to occupy or use his space or to have his exhibit completed and in, all prepaid rents, and upon demand, pay any rental balance owing the Management. In the event Exhibitor fails to occupy or use his Space or to have his exhibit completed and in place by the Opening of the show, he shall forfeit his right to the space.

D. **ALL DEMONSTRATIONS** or promotional activities must be confined within the limits of the purchased space. Noise resulting therefrom must not interfere with the other Exhibitors.

E. **RESTRICTIONS:** The Management reserves the right to restrict or remove exhibits, without refund, that may have been falsely entered or may be deemed by the Management unsuitable or objectionable. This restriction Applies to noise, PA systems, persons, animals, birds, things, conduct, printed matter, or anything of a character that might be objectionable to the show or the Management.

F. **OFFENDERS** will be asked to leave the area if any of the above are violated and as an Exhibitor offender, no refund will be given.

2. RULES FOR EXHIBITS

A. **ALL BOOTHS** and decorations must concur with the facility regulations, city ordinances and local fire codes. Any violations may result in the removal of any materials found to be in violation. Materials for booth decorations and construction must be fire retardant. Contact the Show Management if at all in doubt.

B. **INSTALLATIONS:** Any special carpentry, wiring, electrical or other work, gas, steam, water or drainage Connections shall be installed at Exhibitor's expense.

C. **LICENSES:** any and all city, municipal, state or federal licenses, inspections, or permits as required by law of any Exhibitor in the installation or operation of his display, shall be obtained by the Exhibitor at his own expense prior to the opening of the show. Anyone considering food sampling

or food sales must coordinate with the Arena Concession Manager prior to acceptance of the contract.

D. **RIGHTS OF MANAGEMENT IN EVENT EXHIBITOR IS NOT HELD;** Management shall not be liable for any damage or expense incurred by Exhibitors in the event the show is delayed, interrupted, or not held as scheduled and if for any reason beyond the control of Management the show is not held, Management may retain so much of the amount paid by Exhibitors as necessary to defray expenses already incurred by the Management.

E. **TERMS AND CONDITIONS:** This contract contains all the terms and conditions agreed on by the parties hereto and not other agreements, oral or otherwise regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.

F. **SECURITY FOR RENTAL:** Failure on the part of the Exhibitor to pay the rental as specified under the contract shall entitle Management to seize all merchandise, materials, and exhibits displayed by the Exhibitor at the within described show, and to by the Exhibitor at the within described show, and to retain the same as security for any unpaid rental amount owing hereunder. Upon the expiration of seven (7) days after such seizure, Management shall have the right to dispose of same without notice to the Exhibitor whether by public or private sale in the manner determined solely at Management's discretion and without any obligation on the part of Management to affect any manner of publication respecting the date or any details or information as to when or how such sale is to be carried out.

G. **AMENDMENTS:** Exhibitor agrees to abide by the decisions of the Management concerning all matters pertaining to the administration and success of the show which are not specifically stated.

H. **ATTORNEY FEES:** In the event suit or action is brought by any party under this agreement to enforce any of its terms, it is agreed that the prevailing party shall be entitled to a reasonable attorney fee to be fixed by the trial and appellate courts.

3. **SECURITY:** We wish to provide the tightest security possible for the protection of your exhibit properties. However, George M. Sullivan Sports Arena, SMG of Alaska, Inc., nor its insurance company(s) are financially liable for losses or "mysterious disappearances" of any kind. We recommend all Exhibitors contract their insurance agents to confirm proper coverage of exhibit materials. (Please read carefully the coverage provided by decorators and shipping companies to determine if additional coverage is necessary.) Any additional security must be arranged by the Exhibitor at his own expense, directly from the facility.

4. **GENERAL:** Exhibitor badges may be picked up by an authorized representative at the Show Office during move-in. Therefore, please prepare a typed list of all personnel working in the booth.

5. **LIABILITY:** Neither the George M. Sullivan Sports Arena, Make It Alaskan, Inc., SMG, SMG of Alaska, Inc., Facility Management of Alaska, Inc., Municipality of Anchorage, nor Their representatives, not any member of the above named will Be responsible for any injury, loss, or damage that may occur to the Exhibitor or the Exhibitor's employees or property from any cause whatsoever. The Exhibitor on signing the contract, expressly releases the aforementioned from any and all claims for such loss, damage, or injury. The facility will be locked and alarmed when the event is over each night, and the appropriate security measures will be taken.