

EXHIBITION TERMS AND CONDITIONS

1. **Management.** “Management” as used herein includes Flagler School District, its officers, directors, employees, agents and representatives. “Exhibitor” as used herein, means the entity or individual identified on the reverse side, together with its officers, directors, employees, agents and representatives (each of such officers, directors, employees, agents, and representatives referred to herein as a “Related Party”). As used herein the term “Exhibition” refers to the event specified on the reverse side hereof.
2. **Eligible Exhibits.** Exhibits will be limited to those companies or other entities offering materials, products, or services of specific interest to registrants within the scope and purpose of the Exhibition. Management reserves the right to determine, in its sole discretion, the eligibility of any exhibit or any product for display.

NO EXHIBITS OR ADVERTISING WILL BE ALLOWED TO EXTEND BEYOND THE SPACE ALLOTTED TO THE EXHIBITOR OR ABOVE THE BACK AND SIDE RAILS OF THE EXHIBITION BOOTH.

Management reserves the rights to reject, eject, or prohibit any exhibit in whole or in part or any Exhibitor or any Related Party, upon the Management’s good faith determination that the same is not in accordance with the General Rules and Regulations or the terms and conditions set forth herein.

3. **Limitation of Liability.** Exhibitor agrees that Management shall not be held liable for claims or other losses sustained by Exhibitor, or any Related Party, arising out of or related to Exhibitor’s occupancy of the space herein contracted for. Management shall not be responsible for loss or damage to displays or goods belonging to Exhibitor, whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, vandalism or any other causes, including claims based on Management’s own negligence. Exhibitor agrees that Exhibitor’s participation in the exhibition and display of any products in connection therewith is solely at Exhibitor’s own risk, and that Exhibitor should, therefore, take steps to safeguard Exhibitor’s products and display at all times.

The Exhibitor agrees that Management shall not be liable to Exhibitor in the event of any errors or omission in the listings in the Exhibitor’s Official Directory and in any promotional materials.

Exhibitor agrees to indemnify Management against and hold it harmless for any claims and for all damages, costs and expenses, including without limitation, attorney’s fees and amounts paid in settlement, incurred in connection with such claims arising out of (i) the breach by Exhibitor of any representation, warranty, or covenant made by Exhibitor’s herein, or (ii) the acts or omissions of Exhibitor or any Related Party in connection with Exhibitor’s participation in the exhibition.

4. **Default in Occupancy.** If Exhibitor’s booth space is not occupied by the time set by Management for completion or installation of displays, Management may terminate this contract and utilize such space for such purposes as it may see fit. Exhibitor’s failure to timely occupy the space contracted for herein, shall not relieve Exhibitor of its obligation to pay the full rental charge for such space.
5. **Sub-leasing.** Exhibitors shall not sublet its space or any part thereof, or allow the exhibition or sale of anything not specified in this contract. Exhibitor may not exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in its own name, except where such articles are required for the proper demonstration or operation of Exhibitor’s display, in which case identification of such articles shall be limited to the regular nameplate, imprint, or other identification which in standard practice appears normally on them. Exhibitor may not permit in his booth representatives of non-exhibiting companies. Decisions of the Management shall in all instances be final with regard to use of any exhibit space.
6. **Damage to Property.** Exhibitor is liable for any damage caused to building floors, walls, or columns, or to standard booth equipment, or to other Exhibitors’ property. Exhibitor may not apply paint, lacquer, adhesives, or other coating to building, columns or floors or to standard booth equipment.
7. **Special Service.** Electricity, gas, water, and other utilities, as well as other special services needed by individual Exhibitors, are provided only when the Exhibitor orders and agrees to pay for them specifically from the persons

authorized to apply such services in conformity with all governmental, insurance, and other requirements established by the Management in its discretion.

8. **Booth Staffing.** Only Exhibitors and their authorized Related Parties shall be permitted in the booth space (each a “Booth Representative”). Management may limit the number of Booth Representatives at any time. All booths must be staffed by the Exhibitor during open show hours.
 9. **Electrical Safety.** All wiring on display fixtures must conform to the applicable standards, codes and laws, as well as standard fire inspection ordinances. All display wiring must exhibit the seal and/or such other approval of official approving agencies as may be required at the site of the Exhibition.
 10. **Safety and Fire Laws.** All applicable fire and safety laws and regulations must be strictly observed by the Exhibitor. No flammable fluids or materials of any nature may be used in any booth. Cloth decorations must be flameproof. Smoking in exhibition space is prohibited. Crowding will be restricted at Management’s discretion. Exhibitor agrees that Exhibitor will not block aisles or fire exits with any part of an exhibit or product. No decorations of paper, pine boughs, leafy decorations or tree branches will be allowed. No storage behind exhibits is provided or permitted.
 11. **Decoration. No Helium Balloons.** The placing, arrangement and appearance of all items displayed by Exhibitor shall be subject to Management’s approval. Exhibitor agrees that Management may require the replacing, rearrangement, or redecorating of any item or of any booth, at Exhibitor’s sole cost and expense. An Exhibitor building special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner as not to be unsightly to exhibitors in adjoining booths (no logos or graphics will be permitted. If such surfaces remain unfinished at 8:00 pm of the day before the opening day of the Exhibition, Management shall authorize the official decorator (appointed by Management in its sole discretion) to effect the necessary finishing and Exhibitor agrees that Exhibitor is solely liable for all charges payable to such official decorator as a result. All exhibits must be completely installed and ready for the opening hour of the Exhibition. The Management will not allow any excessive noise or moving of exhibits after this time.
- NO EXHIBIT MAY BE BUILT OR EXCEED THE HEIGHT LIMITATIONS ESTABLISHED BY MANAGEMENT. IN ITS DISCRETION, PRIOR TO THE EXHIBITION, ANY EXHIBITOR WHOSE BOOTH EXCEEDS THE HEIGHT LIMITATION WILL BE REQUIRED, AT ITS OWN EXPENSE, TO ALTER THE DISPLAY IN ORDER TO CONFORM TO SUCH LIMITATIONS.**
12. **Sound Level.** Mechanical or electrical devices which produce sound must be operated so as not to prove disturbing to other Exhibitors. Management reserves the right to determine the acceptable sound level in all such instances.
 13. **Lotteries/Contests.** Gifts or prizes may not be given away by lot, chance, or drawing by Exhibitor or any participant except in compliance with all applicable laws and regulations, including without limitation, in compliance with Florida Statutes Chapter 849.
 14. **Personnel and Attire.** All exhibitors, their Booth Representatives, employees, and agents shall be properly attired and conduct themselves in a professional manner. Management reserves the right to determine whether such conduct and/or attire is acceptable and in keeping with the best interest of Exhibitor and the Exhibition.
 15. **Exhibitor Conduct.** The distribution of samples, souvenirs, publications, petitions, etc. or other sales or sales promotion activities must be conducted by Exhibitor only from within Exhibitor’s booth. **The Exhibitor understands that he/she is prohibited from walking around the venue distributing samples, souvenirs, publications, petitions or other sales or sales promotional materials or political materials.** The distribution of any articles that interfere with other Exhibition activities, or that obstruct access to neighboring booths, or that impede aisles, is prohibited. No article containing any product other than the product or material made or processed by Exhibitor, or used by Exhibitor in his product or service, may be distributed except by written permission of Management.

Any distribution of political materials is prohibited.

The Exhibitor shall conduct and operate its exhibit so as not to annoy, endanger or interfere with the rights of other exhibitors and visitors. Any practice which Management deems, in its discretion, to interfere with the rights of others, or expose them to annoyance or danger, may be prohibited by Management.

- 16. Employment Exhibits.** All exhibits for the purpose of soliciting or recruiting prospective employees are prohibited.
- 17. Termination of Exhibit.** In the event that the premises in which the Exhibition is to be conducted shall become, in the sole discretion of Management, unfit for occupancy, or in the event the holding of the Exhibition or the performance of Management hereunder is substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of Management, then this Agreement and/or the Exhibition (or any part thereof) may be terminated by Management. Management shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of such termination. If Management terminates this Agreement and/or the Exhibition (or any part thereof) as aforesaid, then Management may retain such part of an Exhibitor's rental fees as shall be required to recompense it for expenses incurred up to the times such contingency shall have occurred and there shall be no further liability on the part of either party. For purposes hereof the phrase "cause or causes not reasonably within the control of Management" shall include, without limitation: fire; casualty; flood; epidemic; earthquake; explosion or accident; blockage; embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; strike; lockout; boycott or other labor disturbance; inability to secure sufficient labor, technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain necessary supplies or equipment; local, State or Federal laws, ordinances, rules, orders, decrees or regulations, whether legislative, executive or judicial, and whether constitutional or unconstitutional; and any Act of God. Exhibitor expressly acknowledges and agrees that under no circumstances shall Management be liable to Exhibitor or any Related Party for incidental, consequential, or punitive damages. Under no circumstances shall Management's liability to Exhibitor hereunder (or to any Related Party) exceed the amount of rental charges actually paid by Exhibitor to Management in accordance with this Agreement.
- 18. Resolution of Disputes.** In the event of a dispute or disagreement between Exhibitor or any other exhibitor, official contract, or official decorator, or other third-party providing services at the Exhibition, all interpretations of this Agreement and the rules governing the Exhibition and concerning such dispute of disagreement shall be made by Management, in its discretion, and shall be binding on Exhibitor.
- 19. Receipt of Goods and Exhibits.** All arriving goods and exhibits will be received at receiving areas designated by Management. All incoming goods and exhibits must be plainly marked and all charges must be prepaid.
- 20. Care and Removal of Exhibits.** Management will maintain the cleanliness of all aisles. Exhibitor must, at Exhibitor's own expense, keep exhibits clean and in good order. All exhibits must remain fully intact until the Exhibition has officially ended. Disturbing or tearing down an exhibit prior to the official closing hour of the Exhibition is prohibited. Exhibits must be removed from the Exhibition building by the time specified by the Management. In the event any Exhibitor fails to remove its exhibit in the allotted time, the Management reserves the right, at the Exhibitor's sole expense, to ship the exhibit through a carrier of Management's choosing or to place the same in a storage warehouse at Exhibitor's sole expense.
- 21. Photography.** The photographic rights for the Exhibition are reserved to Management and all photography within the Exhibition shall be carried out by the official photographers (designated by Management in its discretion). Exhibitor agrees that management may utilize all photographic images of the Exhibition as it sees fit, including without limitation, for purposes of promoting the Exhibition. Exhibitor hereby waives all claims related to publication of photos of Exhibitor, Exhibitor's exhibit, or any Related Party, including without limitation claims based on infringement, publication of name or likeness or invasion of privacy. Exhibitor agrees that Exhibitor shall have each Booth Representative and Related Party that will be present at the Exhibition execute a waiver consistent with the provisions of this paragraph prior to their attendance at the Exhibition without the prior written consent of the Management.
- 22. Insurance.** Exhibitor shall maintain adequate limits of insurance, as determined by Management in its discretion, for general liability, including products and completed operations and workers' compensation for all employees and subcontractors of Exhibitor that may perform services for the Exhibitor at the Exhibition. Exhibitor may be required to provide Management proof of such insurance.

- 23. Losses.** Management shall bear no responsibility for damage to Exhibitor's property, or lost shipments either coming in or going out nor for moving costs. Damage to inadequately packed property is Exhibitor's own responsibility. If an exhibit fails to arrive, Exhibitor is nevertheless responsible for exhibit space cost. Exhibitor is advised to insure against these risks.
- 24. Amendment to Rules.** Any matters not specifically covered by the preceding rules shall be subject to the decision of Management, in its sole discretion. Management shall have full power in the matter of interpretation, amendment and enforcement of this Agreement and all rules and regulations governing the Exhibition. Any such amendments when made and brought to the notice of Exhibitor shall be and become part hereof.
- 25. Default.** If the Exhibitor defaults in any of its obligations under this Agreement or violates any of the terms and conditions contained herein, including without limitation, the General Rules and Regulations delivered to Exhibitor and incorporated herein by reference, Management may, without prior notice, terminate this Agreement and retain all rental charges paid by Exhibitor. The Management may thereupon direct the Exhibitor forthwith to remove its Related Parties, Booth Representatives, and all of its articles of merchandise and other personal property from the Exhibition hall. The parties agree that Management's remedies, whether expressly provided for herein, or at law or in equity, are cumulative and not exclusive.
- 26. Miscellaneous.** This Agreement, together with the General Rules and Regulations, constitutes the entire agreement between Exhibitor and Management and supersedes all prior agreements or understandings, whether written or oral. In the event that any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed and its invalidity or unenforceability shall not affect the other provisions hereof. This Agreement shall be governed and construed in accordance with the laws of the State of Florida without regard to its conflicts of laws principles. In the event of any litigation arising out of or relating to this Agreement each party hereby submits to the exclusive jurisdiction of the courts of the State of Florida, County of Flagler, and agrees that any such proceeding shall be brought exclusively in such courts.
- 27. Exclusivity & Capping.** To have exclusivity on a product the fee is \$15,000. Flagler School District reserves the right to cap certain products or businesses at the show.