

BEAU MONDE PRODUCTIONS – CONTRACT TERMS AND CONDITIONS

DEPOSIT AND FINAL PAYMENT

Fifty per cent of the cost of the rental of exhibit space must accompany this application. The balance is due and payable no later than exactly four (4) weeks before the opening of the show. If the balance is not received by the deadline, the exhibitor waives all rights to the space designated on the contract and Show Management will not guarantee space at the location specified in the application, or any space. The deposit shall be retained by Show Management by way of liquidated damages, not for penalty.

SPACE ASSIGNMENT

Exhibit space will be assigned by Show Management according to the date on which the application is received, while Show Management will attempt to provide the space designated on this application. Show Management reserves the right to relocate space of exhibits which may be affected by a change in the floor plan, or in the interest of optimum traffic control and exhibit exposure. Exhibits shall be arranged to not obstruct the general view or hide the exhibits of others. Plans for special built displays not in accordance with all applicable regulations should be submitted to Show Management before construction is ordered. Beau Monde Productions cannot be held liable if competitive exhibitors are adjacent to or opposite each other but effort will be made to allocate space on a basis fair to all exhibitors. Show Managements' determination with respect to assignment of exhibit space is to be binding on all parties.

SUB-LETTING

The Exhibitor shall not assign, sublet or apportion in whole or any part the space allocated by Show Management to the exhibitor, without the express written consent of Show Management. If the exhibitor received pre-approval from show management to share their booth space, a fee of \$150 will be applied.

EXHIBIT SET-UP

All exhibits must be set up between the hours indicated on official show information package. No changes to displays can be made during show hours.

DISPLAY OF EXHIBITS

Displays must not protrude beyond the measured booth dimensions, nor obstruct a clear view of the neighboring booths, may not be taller than 8 feet high, including signs, and must be free standing. Low side dividers between exhibits should not exceed 36 inches in height. The exhibitor may not attach his display to walls, structural supports, or flooring in the exhibit building, by nails, screws, bolts or permanent cement, nor may he/she suspend anything from the ceiling or rafters. No painting of the floor of the premises is permitted. No exhibitor shall permit the exposure of any unfinished surface to neighboring booths. If the exhibitor fails to correct the unfinished part, Show Management reserves the right to finish such outside partitions. The cost of such repairs shall be paid by the exhibitor to Show Management upon demand being made therefor. Show Management has the right to restrict the use of glaring or irregular lighting effects.

SHOW HOURS

The exhibit must be attended throughout the show hours by at least one representative of the exhibitor. It is the exhibitor's responsibility to keep his/ her area clean and orderly throughout the show and to ensure that it is ready for opening at the time the show opens each day. In the event that the exhibitor's booth is not open at any time during the show hours, Show Management shall have the right to open the said booth by the removal of any night sheets or other coverings of any sort, but shall be under no liability to the exhibitor for any loss or damage which may be caused thereby or as a result of the booth being opened in that way and then being left unattended.

SHOW ETIQUETTE

All displays and promotional literature must be in good taste. The product or service must be presented in a professional manner with no carnival tactics or side-show type "come-ons" permitted. Free samples may be distributed. Orders for products may be taken and merchandise may be sold at a cash retail prices. Invoices

must be supplied to the purchaser of any merchandise sold, as these invoices must be shown to security prior to the removal of the merchandise from the premises by the purchasers of the merchandise. Raffles and give-a-ways may be conducted but only with the approval of Show Management (please see below for more information). If in the opinion of Show Management, an exhibitor or his/her servants or agents conducts him or herself in an objectionable manner, he/she will be liable for any damage or loss to the exhibitor or the person expelled, nor will there be any refund of rental fees.

MACHINERY AND NOISE

Show Management has the right to stop the display, demonstration or running of an engine or machine or anything which, by causing vibration, noise, smoke, smell, or any of them, may be considered by them to be a nuisance. The exhibitor shall at the request of Show Management stop the use of loud speakers, microphones, amplifiers, musical instruments, stereo & video equipment, radios, filming equipment or any of them.

COMMON SHOW AREAS

All lobbies, corridors, aisle ways, restrooms, food and beverage concessions, and special assembly rooms will be considered as common show areas to be used for the movement and flow of the public and/or for their entertainment and convenience. No exhibitor will be permitted to use these areas for the display or distribution of products, services, or their attendant literature.

EXHIBIT BUILDING RULES

As sub-tenants, exhibitors are required to abide by the rules and regulations of the management of the exhibitor building. A copy of these rules is on file at the office of Show Management, and is available on request.

OFFICIAL CONTRACTORS

Where an official contractor has been designated by Show Management to perform services for exhibitors such as rental of furniture, erection of exhibits, electrical work, plumbing, labor, or any other service, no exhibitor or representative shall contract for such services with other than the said official contractor unless permission has been secured in writing from Show Management.

PASSES AND BADGES

Exhibitor badges will be issued only to people named on the exhibitor's application or such other persons as may be approved by Show Management. No free admission passes will be distributed.

EXHIBIT DISMANTLING

Unless required by Show Management, no exhibitor shall disassemble or remove any part of his display before the show is officially closed. All exhibits must be removed from the exhibit hall by 12 midnight on the last day of the show. Any materials or equipment remaining after the cut-off time will be removed by Show Management at the exhibitor's expense, and the exhibitor hereby irrevocably appoints Show Management as the exhibitor's agent for the purposes of removal, storage and disposal of such materials or equipment.

DRAWNS, PROMOTIONAL GIVEAWAYS & MAILING LISTS

All Exhibitor draws & promotional giveaways must be approved by Show Management prior to show, but such approval shall not be construed to mean that Show Management deems the draw or promotional give away to be legally compliant. All Exhibitor draws & promotional giveaways must be free and clear of any financial obligation on the part of the winner & must be in compliance with all applicable laws. All contest terms & conditions, and lists of prizes available & their value must be clearly posted. Show Management reserves the right to cease any promotional activities that do not meet the above criteria. Mailing lists compiled by the Exhibitor at the show may not be sold or otherwise distributed and are for the exclusive use of the Exhibitor unless otherwise contested to by participating individuals.

CANCELLATION

Should the exhibitor decide to withdraw his/her participation, Show Management shall have the right to retain as a cancellation fee any installment or partial payment by the exhibitor up to the time of the cancellation.

ADVERTISING

Any advertisement of the exhibitor using the name of the show must be approved in writing by Show Management, which reserves the right to use the name of the exhibitor as a part of its advertising in so far as to say that the exhibitor is displaying his/her product or services at the show.

HEALTH & SAFETY

The exhibitor will assume all responsibility for compliance with local city and provincial safety, fire and health department rules, guidelines and ordinances regarding installation and operation of his/her exhibit. The exhibitor shall be properly insured for same. Except during show hours and where possible, doors will be locked and guards will be on the premises. Limited access will be provided at other times to bona-fide exhibitors only and their authorized representatives. Such admittance will be by badge only. All exhibit materials and equipment will be reasonably located and protected by safety guards and devices where necessary. Only fireproof materials shall be used in displays and the necessary fire precautions will be taken by the exhibitor in regard to his/her vehicles. Gas tanks must be dry and gas caps must be taped. Batteries must be disconnected.

LIABILITY & INSURANCE

Show Management shall not under any circumstances whatsoever be liable or responsible for a) any loss, damage, theft, or destruction whatsoever or howsoever caused to any goods, equipment or any other property belonging to the exhibitor or for which the exhibitor is responsible b) any damage or injury suffered by the exhibitor or his/her servants or agents or by any other person c) any loss, damage, expense or cost whatsoever suffered by the exhibitor by reason of any change in date, time or place of the exhibition or the abandonment of thereof. The exhibitor shall be liable for all loss, damage, injury, claim costs and expenses whatsoever or howsoever caused to any person or property in any circumstances whatsoever by the exhibitor, his/ her servants, or agents or the goods, exhibits, fittings, machinery and other property belonging to the exhibitor for which the exhibitor is responsible and the exhibitor hereby agrees to indemnify Show Management in respect of a) any such loss, damage, injury, claims, costs expenses as foresaid and b) all of any infringement of copyright or breach of licenses granted by the Performing Rights Society, Limited, or any other person whatsoever. Since the exhibitor is at his/her own risk in every respect, he/she must carry general public liability insurance, and provide proof if requested, covering bodily injury and property damage for a minimum inclusive limit of \$2 million. Exhibitors wishing to insure their goods must do so at their own expense. If Show Management should be prevented from holding the show by any cause beyond its control or if it cannot permit the exhibitor to occupy his rented space due to circumstances beyond its control including, but not limited to, strike, fire, civil disobedience, inclement weather, lockouts, and acts of God, Show Management will refund to the exhibitor the amount of the rental paid, less a proportionate share of the show expenses. Suppliers of Show Management shall have no further obligation or liability to the exhibitor. Any contractual agreement made between an exhibitor and supplier shall be between those parties and Show Management shall not be partly there to nor incur any liability on behalf of any one exhibitor in such contractual agreements.

GENERAL

All matters and questions not covered by this show information and Agreement form are subject to the decision of Show Management. In addition, Show Management shall have full discretion in the interpretation and enforcement of all rules contained herein and the authority to make such amendments thereto and such further rules and regulations governing the conduct of and participation in the show as it shall consider necessary for the proper presentation of the show. The exhibitor agrees to cease any activity the Show Management deems to be a violation of the terms and to follow the directives of Show Management.