

I. TERMS AND CONDITIONS ASSOCIATED WITH YOUR CONTRACT BETWEEN YOU AND ERIE PROMOTIONS & EXPO'S INC.

1. **SUBLETTING:** The exhibitor space allotted to Exhibitor may be used only by the Exhibitor. The right to use such exhibitor space or any portion thereof may not be assigned, subcontracted or otherwise transferred.
2. **EARLY REMOVAL OF EXHIBIT:** Exhibits will move in and remain open for display thereafter as indicated on the promotional brochure and the Exhibitor Manual. The Exhibitor understands that early removal of exhibits or displays is strictly forbidden and subject to a fine equivalent to Exhibitor's total show rental.
3. **LATE REMOVAL OF EXHIBIT:** Exhibitor agrees to remove exhibit from show site by the final move-out time limit or, in the event of failure to do so, Exhibitor agrees to pay for such additional costs as may be incurred. If Exhibitor fails to remove an exhibit, equipment or paraphernalia at the time determined by Show Management, Show Management is hereby given permission by Exhibitor to take immediate possession of Exhibitor's exhibit, equipment or paraphernalia. Same may be removed, sold at public or private sale with or without notice to Exhibitor and without relief from valuation or appraisal laws, in order to defray any sum due to Show Management or to pay removal costs.
4. **SOUND:** The operation of sound equipment of any kind is subject to prior written consent of Show Management. Show Management reserves the right to refuse applications for any reason. Show Management shall make the determination of unsuitability or objectionability in its sole discretion and on any reasonable basis, including without limitation P.A. systems, persons, animals, birds, things, conduct or printed matter.
5. **RELOCATION OF EXHIBITS:** Show Management reserves the right to alter the location of the Exhibitors or booths as shown on the official floor plan, if deemed in the interest of the event. Show Management reserves the right to change the location of the Exhibitor's booth in its sole discretion. If Management changes the Exhibitor's booth location, it will make reasonable efforts to relocate the Exhibitor at a booth comparable in size and visibility.
6. **LIABILITY OF THE EXHIBITOR/INDEMNIFICATION BY EXHIBITOR: A.)** Exhibitor assumes all risks and responsibilities for accidents, injuries or damages to person or property and agrees to indemnify and hold harmless Show Management and the Facility and their managers, offices, member, sponsors, employees, agents, successors and assigns, from any and all claims, liabilities, losses, costs and expenses (including attorney's fees) arising from or in connection with the condition, use or control of Exhibitor's display space, or arising out of Exhibitor's participation in the Show. **B.)** Exhibitor shall at all times protect, indemnify, save and hold harmless Show Management, against and from any and all loss, cost, damage, liability or expense arising from, or out of, or by reason of any accident, or other occurrence to anyone, including Exhibitor, its agents, employees, or and business invitees, which arises from or out of, or by reason of, Exhibitor's acts or omission, or occupancy and use of the exhibition area or hall or a part thereof. It is understood that all Exhibitor's property shall remain under the Exhibitors custody at all times. At no time will Show Management be responsible for Exhibitors property. **C.)** Neither Show Management or their agents, employers, and committees will be responsible for any injury, loss or damage that may occur to the Exhibitors employees or property from any cause whatsoever, prior, during or subsequent to the period covered by the exhibit contract and the Exhibitor's signing the contract expressly releases the foregoing from all such claims for such loss, damage or injury. **D.)** The Exhibitor is entirely responsible for the exhibit space allotted to it and shall be liable for any loss or damage to the premises occurring in such exhibit space and for any loss or damage to any equipment used in connection with such exhibitor space. The Exhibitor shall defend, protect, indemnify and save harmless Show Management and the Show Facility against any and all claims, suits, actions, judgements, losses, liabilities and expenses (including attorney's fees) relating to the Exhibitor's participation in the Show, including without limitation claims, suits, actions, judgments, losses, liabilities and expenses arising from the injury or death of persons or the loss of or damage to property relating to (I) any act or omission of the Exhibitors, its employees, agents, subcontractors or guests in connection with the Show, (II) The Exhibitor's use of exhibitor space in the Show or (III) any condition created by or for the Exhibitor in connection with its use of exhibitor space in the show. **E.)** Neither Management nor the Show Facility shall be responsible for any loss or damage to the Exhibitor's exhibit or any part thereof from any cause whatsoever, including without limitation fire, earthquake, civil commotion, Acts of God, theft, accidents, negligence or vandalism. In the event the Show is delayed, interrupted or not held as scheduled for any reason, Management shall not be liable for any resulting damages or expenses. If the Show is not held, Management may retain any amounts received pursuant hereto and use the same to pay expenses incurred in anticipation of the Show; after such expense has been paid, Management shall refund any remaining amounts on a pro rata basis, as follows: first, refund any amounts paid by exhibitors in excess of the initial deposit, and second, refund of each exhibitor's initial deposit. In no event to, or arriving out of this agreement or the Show for an amount in excess of fees paid by the Exhibitor to Management hereunder.
7. **DESTRUCTION OF PROPERTY:** In case the premises are destroyed by fire of the elements, or by any other cause, or in any case of any circumstances whatsoever, including strikes, shall make it impossible to permit the exhibitor to occupy the premises or if for any reasons the show is not held as proposed, Show Management will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the exhibitor may incur and releasing all claims for damages from Show Management and their affiliates.
8. **VIOLATIONS:** Show Management reserves the right to restrict exhibits which because of noise, method of operation, materials or for any reason, become objectionable in the sole judgment of Show Management and also to prohibit or to evict any exhibit which in the opinion

of the management may detract from the general character of the exhibition as a whole. This reservation includes persons, objects, printed matter or anything of a character which the management determines is objectionable to the exhibition. Show Management reserves the right, in its sole and unfettered discretion, to: (1) determine the eligibility of exhibitors and exhibits for the show; (2) reject or prohibit exhibits or exhibitors which Show Management considers objectionable; and (3) relocate exhibitors to exhibits when in Show Management's opinion such moves are necessary to maintain the character and/or good order of the show.

9. **COMBUSTIBLES:** All decoration must be fireproof and conform to City Fire Department requirements. No fireworks, open flames, liquefied petroleum gas or flammable liquids are allowed. The Exhibitor's exhibit shall comply with all city ordinances, state and federal regulation, and fire marshal instruction. All materials shall be flameproof. The Exhibitor shall not store gas, fuel oil, propane tanks or other flammable materials in the exhibit area and it shall not operate oil, gas or gasoline engines except with the prior written consent of management. All vehicles or pieces of equipment that run on gasoline or any other liquid must have the following precautions: (I) All vehicles, or pieces of equipment that are drivable, must have either a locking gas cap and it must be in use on vehicle used in the show or the gas cap must be taped over. (II) Pieces of equipment that use gasoline or other fluids for its operation must have a minimum of such fluid in its tank during the show. (III) At no time during the show are any of the aforementioned pieces of equipment or vehicles to be started or operated. The exception will be move-in day and move-out day and only then for the purpose of entering or exiting the show.
10. **SALE OF MERCHANDISE:** Exhibitor shall offer to all purchasers a written receipt which memorializes the company name, address, telephone, date of sale, amount paid, item sold and return policy and merchandise must be placed in a shopping bag whenever possible. Exhibitor return policies must be posted at the booth for customer to review prior to the purchase of merchandise. A fine will be assessed to exhibitors who are in violation.
11. **SIGNS:** All signs must be of professional quality and must be approved by Management prior to the opening of the Show. Management may, in its sole discretion, remove any sign that is deemed to conflict with the Show policy or that is deemed inaccurate or misleading to the public or of unprofessional quality or workmanship. The Exhibitor shall not hand any signs from the ceiling without the prior consent of Management. All signs must be forward facing.
12. **ATTORNEY'S FEES:** In the event Exhibitor defaults in the performance or observance of any of the terms and regulation contained in this Agreement and Show Management employs attorneys to enforce all or any part of the Agreement, Exhibitor shall reimburse Show Management for the attorney fees incurred thereby, whether or not suit is actually filed. If a dispute arises, Exhibitor shall be liable for all costs of enforcing this agreement, including all attorney fees incurred by Show Management whether or not a suit is brought.
13. **PROPERTY DAMAGE:** If the exhibition are or any portions of the exhibition all shall be damaged by the act, omission, default or negligence of Exhibitor or its agents or employees, Exhibitor will pay to Show Management such sum as shall be necessary to restore the exhibition area or hall to their original condition. Exhibitor will be responsible for any damage done to the building by them, their agents or employees. All property destroyed or damaged by Exhibitor must be returned to its original condition by the Exhibitor at the exhibitors expense. Tacking, taping or nailing signs, banners, etc., to any permanent walls or woodwork or beyond the limits of any background is prohibited.
14. **INSURANCE:** Exhibitor shall, at its expense and as a material part of this Agreement, obtain insurance to cover its exhibit material against damage and loss, and public liability insurance against injury to the person and property of others. This insurance shall name Show Management as an additional insured. Copies of such insurance shall be provided to Show Management prior to the Show.
15. **BOOTH STAFFING:** Exhibitor is required to have the exhibit space manned during All Show Hours. The Exhibitor agrees to occupy their contracted exhibit space during Show hours and to sell, promote or advertise only the products and services described in this license agreement. Exhibitors shall care and keep in good order the space occupied by them and surrender such space at the close of the show in the same condition as it was when taken over. If the space occupied shall be damaged by the participants, his employees, patrons or guest, he shall pay such claims as are necessary to restore the space to its original state.
16. **ENTIRE AGREEMENT:** It is understood that his is an application, subject to acceptance and approval. Upon acceptance and approval of this Application, said Application will then constitute an Agreement between Exhibitor and Show Management, with each party hereto obliged to abide by the terms and rules and regulations contained herein. The Exhibitor agrees to abide by all rules and regulation governing the Show established by Show Management including all terms and conditions set forth in the Exhibitor Manual. The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including sales taxes of any nature or kind that may be required or levied against it as a result of doing business in its contracted space.
17. **CANVASSING:** The Show is limited to paid attendees of the Show; as well as registered representatives of the business firms, manufacturers, professional organizations and dealers who have contracted and paid for space assignments. No canvassing will be permitted in any other place than the assigned exhibit space. Show Management will not permit non-exhibitors to canvas, solicit, hold conferences or distribute literature or other promotional devices.

18. CANCELLATION: This agreement may only be cancelled if notice, in writing, is received by Show Management at least 90 days prior to first day of the Show. If the Exhibitor cancels prior to or on this date, he is liable for \$100 administration fee for cancellation with the balance being refunded by Show Management. If the Exhibitor cancels after 90 days prior to the first day of the Show, the Exhibitor is liable for full payment of his space rental. This also includes contracts signed after the cancellation deadline. This agreement may be terminated by Show Management at any time on the breach of any other of the conditions by the Exhibitor and thereupon all his rights hereunder shall cease and terminate and any payments made by him on account of hereof prior to said termination shall be retained by Show Management as liquidated damages for such breach and said space shall be resold.

II. DEFINITIONS: AFFILIATES refer to:

PA: a.) Erie County Convention Center Authority, 809 French St., Erie, PA 16501

b.) Automobile Association of Erie County, Erie, PA

c.) S.O.N.S. of Lake Erie, Erie, PA

d.) Bayfront Convention Center, 1 Sassafras Pier, Erie, PA 16507

NY: a.) Erie County Agricultural Society, 5600 McKinley Pkwy, Hamburg, NY 14075

b.) Southtown Walleye Association of WNY, Inc., 5895 Southwestern Blvd., Hamburg, NY 14075

c.) The Event Center on The Fairgrounds, Hamburg, NY, including the Expo Hall, Marketplace, State Police Building and Grange buildings; 5820 South Park Ave, Hamburg, NY 14075

d.) Buffalo/Niagara Convention Center, 153 Franklin St, Buffalo, NY 14202

e.) Lilly Broadcasting, 3514 State St, Erie, PA 16508

OH: a.) Seagate Convention Centre, 401 Jefferson Ave., Toledo, OH 43604

b.) Lilly Broadcasting, 3514 State St, Erie, PA 16508