

Virginia Outdoor Sportsman Show Showmasters, INC PO BOX 10277 Blacksburg, VA 24062 (540) 951 – 1344 (540) 951 – 2344 Fax: (540) 951 – 1424

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RULES & REGULATIONS

for Virginia Outdoor Sportsman Show

- 1. Exhibitors shall be responsible for the space being returned at the end of the show in the same condition as when taken over. In case of damage, the exhibitor shall pay such claims as are necessary to restore the space in its original state. Exhibitors agree to confirm the regulations set forth by the appropriate departments of the local jurisdiction such as (fire, building and /or electrical departments) and the rules set forth by the owners of the facility. All decorations used must be fireproof. Aisles and public areas will be cleaned by the management of the show; however, cleaning of booth display space is the responsibility of each exhibitor. A cleanup fee will be charged to companies who leave excessive debris in the space at the close of show. No helium balloons or food products are to be given away without prior written approval of show management.
- 2. Any side wall of a booth that extends more than five feet from the back of the booth wall shall be no taller than four feet in height to not restrict "line of sight" visibility. Exceptions to this rule must be approved by show management.
- 3. Management reserves the right to reject any applicant for space at any time and reserves the right to restrict or limit products displayed or sold and to restrict or limit the type of signage materials, brochures, or information displayed, distributed and / or available at the show.
- 4. Exhibitors **may not** sublease space. Sublease includes renting, sharing, donating or in any way allowing another company or person to display or advertise in the exhibitor's space. Exhibitor agrees to confine all selling and promotional activity to the space defined by his contract and must not distribute printed materials of any kind in the aisles, entrances, exits, lobbies, or parking lots. The right to distribute and / or sell any article of food, drink, or tobacco is held by catering concessionaires authorized by the exhibit facility. No exhibitors may sell, giveaway, or distribute any such article without written consent of show management. This does not prevent the exhibitor from distributing product samples.

- 5. Exhibitor agrees to obtain, at its own expense, any license or permits which are required, including without limitation, from government bodies, trade or industry associations, and any other third parties, for the operation of its trade or business during the show and pay all taxes that may be levied against it as a result of the operation of its trade or business in their space allocated.
- 6. Contract agreement does not reserve nor guarantee the exhibitor any space, a specific area or space priority, right of first refusal or any other manner of participation in future shows. Management reserves the right to add or delete space, to move exhibitors to facilitate crowd control, safety regulations, or other reasons at the discretion of show management. Management shall not be liable for refunds or any other liabilities for failure to fulfill contract due to any of the following; (a) by reasons of building or grounds in which the show is to be produced, being before or during the show, destroyed or damaged by fire or any other calamity; (b) by an act of god, public enemy, strikes, ordinances or any other legal authority, or any other cause beyond control of show management.
- 7. Failure to appear at the event or reassignment or resale or forfeited space by management does not release the exhibitor from responsibility for payment of full cost of the space rented. If the terms of payment, as set forth in this contract are not met, the rights of the exhibitor to the space shall cease and terminate. Space can be reassigned. No refund will be made. In the event and exhibitor cancels or withdrawals from the show or if show management terminates this contract due to failure of the exhibitor to comply with payment terms, all monies paid will be retained by management as liquidated damages of breach of this contract and exhibitor agrees to be legally obligated to remit any unpaid balance for such assigned space. In the event this contract must be enforced by legal means, legal fees or collections costs up to 1/3 of the amount due or the legal maximum or the managements actual attorney's fees as incurred as a result of exhibitor's default under this contract, whichever is greater, and all court cost incurred by the management will be added to the past due amounts at the time this contract is placed for collection. Interest will begin to accrue from the day the debt becomes past due not to exceed 24% per annum, In the event the exhibitor's check is returned by bank for any reason, a \$30.00 administration fee will be charged to the exhibitor.
- 8. Sound Devices: The use of devices for mechanical reproduction of sound or music may be permitted, but must be controlled to decibels. Decibel range of 70-90 decibels. Sound of any kind must not be projected outside of the exhibit booth. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating noise-creating devices such as bells, horns or

- megaphones. Game and Bird Calls: To demonstrate, a product must be used with discretion and without disrupting neighboring exhibitors. Event Management reserves the right to determine acceptable volume level.
- 9. Contract constitutes the entire contract between the parties and no waivers, modifications or amendments shall be valid unless written on or attached hereto, and approved in writing by management, Any action by one party to this contract against another arising hereunder shall be maintained in court of Montgomery county in the commonwealth of Virginia; and the contract hereunder consents to the jurisdiction and to the maintenance of such action by the exhibitor against it in said court.
- 10. Liability insurance of no less than \$1,000,000 property damage and personal injury naming management as additionally insured must be obtained by the exhibitor at its own cost. Insurance certificates of coverage shall be provided to management. By this contract, exhibitor expressly releases the show management of and from any all liability for any damage, injury, or loss to any person or goods which may arise from the rental of occupation of said space bt exhibitor, and agrees to hold and save management harmless of and from any loss or damage (including but not limited to attorney's fees and other similar cost of defending claims or lawsuits brought against the management) by any contention that the management was negligent, and that such negligence was contribution or proximate cause of the damage, injury or loss in question, unless and until a court in a matter involving third party liability finds he management was guilty of negligence greater than that of the exhibitor and the management's negligence proximity caused the damage, injury or loss in question.
- 11. Exhibitor warrants that no music, literary or artistic work or other property protected by copyright will be performed, reproduced or used in performance of this contract unless the exhibitor has previously obtained written permission from the copyright holder. Exhibitor acknowledges he acts under this contract as an independent contractor. Exhibitors will indemnify, save and hold harmless management and its officers, agents. Employees and servants from and against claims, cost and expenses, including legal/ fees, demands, actions, and liabilities of every kind and character whatsoever with respect to copyrights.