

FACILITIES MANAGEMENT EXPO RULES & REGULATIONS

1. GENERAL

(a) **MANAGEMENT** - The word "management" refers to PPM Business Services, its owners or agents acting for it in the management of the exposition.

(b) **ELIGIBILITY** - Management has the right to determine the eligibility of any company or product for inclusion in the exposition.

2. HOURS AND ADMISSION

(a) **EXPOSITION HOURS** - The exposition will be open to visitors from 10:00 a.m. to 4:00 p.m. on Wednesday, October 23, 2019.

(b) **ATTENDANCE** - Management shall have the sole control over admission policies. All persons visiting the exposition area, including exhibitor booth representatives, will be required to register and to wear an appropriate badge.

3. INSTALLATION OF BOOTHS

(a) **PRICE OF BOOTH** - The price of \$570.00(10'x10') (U.S. Funds) per standard size booth paid to management includes a booth space, a drape background 8 feet high, side curtains 32 inches high, one 6 foot table with skirting, a sign 7 inches by 44 inches, basic electrical outlet, unlimited supply of admission tickets for customers and prospects, visitor list, a link from show's web site to your company's web site, and a listing in the show program. See face of this contract for regulations pertaining to payment schedule.

(b) **ADDITIONAL BOOTH FURNISHINGS AND SERVICES** - Additional decorations, furniture, floor covering, fixtures, and booth accessories (other than those provided to each booth by management) may be provided by the exhibitor or may be rented from the exposition service contractor at charges listed in the exhibitor service manual, a copy of which will be sent to each exhibitor.

(c) **ELECTRICAL SERVICE** - Exhibitors are cautioned that only 500 watts of electrical power are furnished by management to each booth. The exhibitor must order from the building in advance any additional electrical service required. Failure to provide for adequate wattage may result in the disconnecting of the surplus devices.

(d) **INSTALLING AND DISMANTLING** - Period for installing exhibits is from 1:00 p.m. until 5:00 p.m. on the prior day and from 7:00 a.m. until 9:45 a.m. the day of the show. Exhibitor must install its exhibit prior to show opening. **Exhibitor shall not dismantle its exhibit prior to the show's close.** The hours for dismantling and removing exhibits are the day the show closes from 4:01 p.m. to 7:00 p.m. Exhibitors shall be liable for all storage and handling charges resulting from leaving material in the exposition area after 7:00 p.m. on the day the show closes.

(e) **LABOR** - Installation and dismantling of exhibits may be done by exhibitors' personnel, or by the exposition service contractor at rates listed in the exhibitor service manual.

(f) **DISPLAY HEIGHTS** - In the rear one-half of each booth, display material may be placed up to a height not exceeding 8 feet from the building floor. In the front half, no display material shall exceed a height of 4 feet, without special permission.

(g) **SAFETY** - All materials and installations must conform with federal, state, and municipal safety and fire laws, ordinances, and regulations.

(h) **CONSIGNMENT OF GOODS** - Exhibitors who wish to forward material, etc., in advance of the exposition opening should consign their exhibits to the exposition service contractor and not the facility. Details are in the exhibitor service manual.

4. USE OF SPACE

(a) **MANAGEMENT AUTHORITY** - Management reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or exhibitor, or his representatives, with or without giving cause. If cause is not given, liability shall not exceed the return to exhibitor of amount of rental unearned at the time of ejection. If an exhibit or exhibitor is ejected for violation of these rules or for other stated reasons, no return need be made.

(b) **SOLICITING AND COSTUMES** - All demonstrations or other promotional activities must be confined to the limits of the booth. Sufficient space must be provided within the booth to contain persons watching demonstrations and other activities. Each exhibitor is

responsible for keeping the aisle near his booth free of congestion due to his activities. Exhibitor's representatives wearing distinctive costumes or uniforms, or carrying banners or signs separately or as a part of their apparel shall not work in other than their own booth space. Booth representatives may not appear in clothing that management deems excessively revealing.

(c) **DISTRIBUTION OF SAMPLES AND SOUVENIRS** - Samples, souvenirs, publications, etc., may be distributed by the exhibitor only from within his booth. Exhibitors wishing to dispense foods and/or beverages must conform with the regulations of the exposition hall.

(d) **NOISE, ODORS, SIGNS** - Excessively noisy or obstructive work will not be permitted during open hours of the exposition, nor will excessively noisy operating displays, nor exhibits producing objectionable odors, nor offensive illuminations of signs, be allowed.

(e) **CONTESTS** - Management shall be informed in advance of games and prize drawings planned for in-booth operation.

(f) **SUBLETTING** - Exhibitor may not assign nor sublet his contract, or permit others to use his contracted exhibit space, without the knowledge and consent of management.

(g) **BOOTH DESCRIPTION** - Exhibitor will be required to submit, in advance, a brief description of his booth display.

(h) **USE OF PHOTOS** - Management reserves the right to use photos taken during the show for sales and marketing efforts including on the show's web site.

5. LIABILITY

(a) **CARE OF BUILDING** - Exhibitor is liable for any damage caused to the building, or to standard booth equipment, or to other exhibitors' property, by him, his agents, or employees. Exhibitor shall obtain and keep in force during use of exhibit premises, policies of comprehensive Commercial General Liability Insurance and Contractual Liability Insurance insuring and specifically referring to contractual liability in an amount not less than \$1,000,000 Combined Single Limit for personal injury and property damage. Exhibitor must provide Management with a certificate of insurance covering the show location for the period of the show and which names the Management and the exhibition facility management (Erie County Agricultural Society, Inc.) as co-insured.

(b) **CANCELLATION** - Cancellations must be sent by certified return-receipt-requested mail. Exhibitor will be responsible for 100% of the total contract obligation if cancellation is received less than 30 days before the exhibit. Management has the right to relocate exhibitors to comparable spaces other than those specified by the exhibitor, if deemed advisable and in the best interests of the show. Exhibitors will be notified promptly and given the option to cancel with full refund of all payments made in the event that the relocation is unacceptable. Failure to appear at the event does not release the exhibitor from responsibility for payment of the full cost of the space rented.

(c) **FAILURE TO HOLD EXPOSITION** - Should any contingency prevent holding the exposition, management may retain such part of exhibitor's rental as shall be required to recompense it for expenses incurred up to the time of such contingency.

(d) **LIABILITY** - The exhibitor agrees with management that management shall not be responsible for any loss, damage, or injury that may occur to the exhibitor or its employees, representatives, or agents, or to its property, from any cause whatsoever, unless due to the sole or contributory negligence of management. Further, the exhibitor agrees to defend, indemnify, and hold forever harmless management, its employees, and agents, from all loss, liability, expense, and penalty, including attorney's fees, on account of personal injury or damage to property sustained to the exhibitor or to any person or persons arising out of, during, or in connection with this agreement if such injury or damage is due to the negligence of exhibitor, its employees, agents, or any other person.

(e) **COLLECTION COSTS** - Exhibitor agrees to pay a reasonable attorney's fee and all other costs and expenses incurred by management in the collection of indebtedness contracted by exhibitor.

(f) **AMENDMENTS** - Any matters not specifically covered by the preceding rules shall be subject solely to the decision of management. These rules may be amended at any time by management, provided that amendments shall not substantially diminish the rights or increase the liability of the exhibitor.