

# AGREEMENT TERMS - February 21 & 22, 2009

## 1. BOOTH CONSTRUCTION

Each booth will be 10 feet x 10 feet (unless otherwise indicated) with 3 ft. high curtain side dividers, 8 ft. contained backdrop. Electricity for booth available, if needed: 500/watt duplex, (110 POWER ONLY) *per company*. Any additional power required will be provided at exhibitors expense. Identification sign will be provided (sign deadline February 1, 2009).

## 2. EXHIBIT INSTALLATION

Exhibitors may initiate booth construction. After checking in at EXPO office SETUP HOURS:

Thursday, February 19, 10:00 am to 10:00pm  
Friday, February 20, 10:00 am to 10:00 pm

## 3. LABOR

Exhibitors are responsible for providing or arranging all necessary labor in transporting, uncrating erecting, dismantling and recrating of displays. These services, if desired, may be arranged for with the official show decorator.

## 4. EXHIBIT STAFFING

All exhibits must be staffed during show hours by at least one person. Exhibitors are requested to arrive at least 20 minutes prior to show opening.

## 5. BOOTH OPERATION

Products may be sold from exhibit space. The exhibitor shall hold harmless Management from any and all damages or theft of merchandise or materials from contracted exhibition space. All exhibits shall not extend beyond allotted space unless authorization in writing by Management.

## 6. EXHIBIT CARE

Contracted janitorial services will sweep and clean isles and empty trash canister. Exhibitors are responsible for keeping exhibits clean and orderly. Trash must be placed in isles for picking up at close of show each evening.

## 7. REMOVAL OF EXHIBITS

Nothing will be allowed to leave the exhibit hall before 5:00 pm, Sunday, February 22, 2009.

### REMOVAL HOURS:

Sunday February 22, 2009, 5 pm to 9 pm  
Monday February 23, 2009, 9 am to noon

Any exhibitors not completely dismantled and removed by noon Monday February 23, 2009 will be removed and all fees will be charged directly to the exhibitor at prevailing rates.

## 8. BOOTH ASSIGNMENT

While initial booth reservation is mutually agreed to by the exhibitor and Management, final assignment is the proprietary right of Management. Every attempt will be made to locate the exhibitor in the booth he or she has reserved but in extenuating circumstances, the booth can be reassigned without approval of exhibitor. The exhibitor shall not assign, sublet or apportion the whole or any part of the space assigned or have representatives, equipment or materials firms other than his own in the exhibit space without written consent from the Management.

## 9a. BOOTH MUSIC

Live or taped music is prohibited as part of an exhibit of display without written permission from an appropriate music licensing source (i.e. BMI, ASCAP). Evidence of such an agreement must be available for review upon request. In the event written confirmation cannot be documented, the vendor agrees to cease playing the music.

## 9b. NOISE CONTROL

The use of sound equipment is prohibited unless approved by Management. Any electronic equipment or machinery which is determined to be detracting to other exhibits will not be permitted.

## 10. SECURITY

Security will be provided to patrol during show and after show hours. The exhibit hall must be vacated within one half hour after show closing. Exhibitors will be allowed to enter the exhibit hall upon presentation of a properly signed exhibitor pass only. While ample security is available during show move-in and move-out hours, along with show hours, it is always wise and prudent to man your booth (at least one person) at all times during the complete run of show to insure additional protection of equipment and valuables. **Management is not responsible for theft or damage of property.**

## 11. INSURANCE

Insurance will be purchased by Management as required. Insurance coverage does not include exhibit areas and the Exhibitor holds Management harmless from all claims arising with the contracted exhibit areas. Exhibitor will indemnify Management for any claims, damages, fines or other pecuniary loss, including attorney's fees and costs, arising from Exhibitor's activities or omissions.

## 12. BOOTH CONTRACT

The exhibit space contracted and nonrefundable payment upon receipt by Management shall constitute a valid and binding contract. If due to circumstances beyond the control of Management the show should be cancelled the contracted Exhibitor shall waive any claims for damages of compensation.

## 13. COLLECTION

If suite is instituted to collect past due amount, Exhibitor agrees to pay actual costs and expenses of collection in addition to court costs and reasonable attorney fees and interest at the maximum prevailing rate. Default: If exhibitor is in default of this agreement, exhibitor agrees to pay EXPO Management's attorney's fees equal to 15% of the defaulted amount or as otherwise allowed by applicable by law, in addition to the defaulted amount. Exhibitor also agrees to pay any other costs or expenses of repossession, collection, or realization on any security including court costs, to the extent permitted by applicable law. Exhibitor's liability for breach of this agreement shall be limited to the purchase price set forth herein.

## 14. UNOCCUPIED SPACE

In the event an exhibitor has failed to occupy the space contracted for by 8:00 am, Saturday, February 21, 2009. Management shall have the right to utilize such space in any manner he choose. This will in no way release the contracted Exhibitor nor shall a refund be in order.

## 15. CANCELLATION

All deposits and payments are non-refundable. If payment in full is not received by the EXPO Producer on or before January 1, 2009, your booth will be released and your deposit forfeited. Any changes to booth locations or sizes will require a \$100 administration fee.

## 16. NON GUARANTEE

Management shall remain free of harm of product sales, attendance, exclusive privileges or Exhibitor success.

## 17. REGULATION COMPLIANCE

Exhibitor shall utilize the premises in an orderly manner and in compliance with all present and future applicable and Federal, State and local statutes, ordinances, rules and regulations.

## 18. RIGHT TO REFUSE

Management, in its sole discretion, will determine whether a prospective Exhibitor is eligible to participate in the show. Eligibility is generally limited to companies and organizations that promote, and agree to exhibit only, products or services that are produced in an ecologically sustainable manner and/or reduce environmental harm. The determination of eligibility may be made by Management any time before or during the show. Management reserves the right to terminate Exhibitor's booth contract during exhibition in the event that Exhibitor's products/services or conduct unreasonably interferes with the exhibits of other Exhibitors or Management's ability to maintain an appropriate environment in the facility.

## 19. REPRESENTATION

All prior representations, negotiations, promises or other communications concerning the relationship between Management and Exhibitor are merged and integrated into this contract and Exhibitor expressly waives the right to claim reliance on any such prior representations..

## 20. EXHIBITORS INSURANCE

Exhibitors shall carry and maintain during the period of any show in which he exhibits, including move-in and move-out days, and at his or her sole cost and expense, personal injury, theft, and property damage coverage under a policy of general public liability insurance, \$1,000,000 minimum coverage. Exhibitor warrants that by signing this contract he or she has compiled specifically with insurance requirement of this contract.

## 21. FAILURE TO PERFORM

Should the Exhibitor fail to observe any of the terms of this agreement or any of the rules and regulations as set forth by the **Albuquerque Home and Lifestyle EXPO** he or she may be prevented from further exhibits therein with forfeiture of exhibit space rental. Management shall not be responsible to Exhibitor for any financial loss arising out of Exhibitors use of fairgrounds or fair policy including power interruptions, utility failures, terrorism, bomb threat or undue "acts of God" (i.e. flood, fire, earthquake).

## 22. SALES LICENSES

Exhibitors who plan to sell merchandise on the premises in a cash and carry fashion are responsible for complying with City and State licensing and tax requirements. Information can be obtained prior to the show by contracting the proper licensing agency.

## 23. AMENDMENTS

The Management retains the full power to interpret and amend these rules and also the rule on any and all situations which may arise that are not explicitly outlined in the terms of participation or the exhibit space contract.

## 24. LEGAL REMEDIES

Exhibitor and Show Management agree that any and all disputes hereunder shall be subject to litigation in any court of competent jurisdiction within the State of New Mexico. If suit is filed by EXPO Management, exhibitor agrees to pay all costs and attorney's fees set forth in #13, paragraph 2 above, as well as any other amounts deemed to be due and owing by any competent jurisdiction in the State of New Mexico.