

Central Washington Bridal Show Exhibitor Terms and Conditions 2010

1) Purposes: Central Washington Bridal Show Association is a volunteer, nonprofit organization with a twofold purpose: (1) educating brides, grooms, and their families about weddings; and (2) assisting Exhibitors by allowing them to showcase their services and/or products in a professional, bridal show format. Central Washington Bridal Show Association Inc. (CWBSA) is the producer and coordinator of the Central Washington Bridal Show (CWBS), scheduled for January 31, 2010 at The Yakima SunDome State Fair Park in Yakima, Washington. Any Exhibitor wishing to participate in the CWBSA must receive the approval of CWBSA (see waiting list policy). The Exhibitor's service and/or products must pertain to getting married, the wedding day, or the honeymoon. All Exhibitors are subject to certain requirements of the CWBSA and the State Fair Park. The parties further desire to set forth the agreement between them. In consideration of these purposes and the mutual terms and conditions set forth below, the parties agree as follows:

2) License requirements: In order to participate in the CWBSA all Exhibitors must provide CWBSA with a UBI number, or state business license. It is mandatory for each Exhibitor to provide any additional licenses or permits required for its services or products that may be required by city, county, or state (such as health department, etc). No pets will be allowed in the SunDome. Exhibitors that were not in the last years CWBSA are required to attend the Exhibitor meeting.

3) Exhibitor's Booth: CWBSA will provide the Exhibitor's with:

- (A) 10'x10' Booth Space
- (B) One 8' tall draped back drop, two 3' tall side drapes (one side drape for corner booths)
- (C) One 110 electrical outlet 2 amps maximum per booth space.
- (D) One list of brides registered at the show sent via email.
- (E) One year web page link on www.centralwashingtonbridalshow.com
- (F) CWBSA will NOT PROVIDE ANY TABLES OR CHAIRS

Exhibitor must provide tables, chairs and carpeting if desired, or these items may be rented from Bear Trade Show Services. For a complete list of what is available for rent, contact Bear Trade Show Services at (509) 728-0008 or through the SunDome. CWBSA will not be involved or take any responsibility for any private rental. If extra electrical power is needed, contact CWBSA.

4) Occupancy: Exhibitor agrees to have its exhibit ready for public viewing no later than 10:30 am the Sunday of the show. Exhibitor also agrees to occupy and maintain its exhibit space at the CWBS during advertised show hours (11:00am to 4:00pm).

5) Move-In: All SunDome move in times are for the day of the CWBS only, no items may be moved in the day or week before the CWBS. Limousines and rental shops must enter at 6:00 am. Exhibitors with racks of garments may enter at 7:00 am. All other Exhibitors may enter at 8:00 am. It is important that we stick to this schedule in order to move items in efficiently. No vehicles will be allowed in the SunDome for delivery purposes. Exhibitor must provide any hand trucks, carts, or lifting equipment needed for move-in.

6) Display Removal: No exhibit or part of an exhibit may be removed or disassembled from the CWBS during show hours. A penalty of \$250.00 dollars will be assessed if any part of a display is disassembled or removed during the show hours of 11:00 am to 4:00 pm.

7) Move-Out: Exhibitor agrees not to disassemble their display until told to do so at 4:00pm. Exhibitor agrees not to place anything in the aisle until 4:00 pm. In the event an Exhibitor has not entirely removed all display items by 8:00 pm the Sunday of the CWBS. CWBSA shall be authorized to remove (at the sole cost and expense of the Exhibitor and without liability for any resulting damages or losses) any and all items remaining on the property.

8) Use of Space: Exhibitor's use of display booth(s) is for the business to display or sell merchandise and/or services from the registered business/Exhibitor only, the registered business/Exhibitor is a Exhibitor that has signed a contract with CWBSA for a booth space. Promotion of another business outside of the show is prohibited and subject to a \$400 fine per non-registered Exhibitor. The registered Exhibitor is responsible for the fine. Exhibitor booth shall be used for no other purpose without the prior written consent of CWBSA. CWBSA reserves the right and sole discretion to reject or remove any merchandise, literature, display or presentation that may be considered distasteful (sexual or hateful in nature) or inconsistent with the use set forth on page 1, or which otherwise fails to comply with the terms of this agreement.

9) Display Restrictions: No part of any exhibit may extend into the aisle. Exhibitor agrees not to obstruct aisles of access to neighboring booths, nor conduct or operate its exhibit so as to cause interference, annoyance, or endangerment to other Exhibitors or visitors. This restriction applies to, but is not limited to, volume of P.A. systems, persons, musical instruments, or any device which volume might be objectionable to CWBSA. The distribution of any samples, souvenirs, publications, or other sales or promotional activities shall be conducted only from within the Exhibitor's booth. Exhibitor and its agents, employees, business invitees, and assigns shall comply with the rules and regulations.

10) Damage or Defacement of SunDome: Exhibitor shall not injure, mar, or deface the SunDome or the grounds outside the SunDome. Exhibitor shall not bring, have, or distribute helium balloons in the SunDome. Exhibitor shall not light any candles inside SunDome. Exhibitor shall not drive any nails, hooks, tacks, or screws in any part of the SunDome, nor shall it make any alteration of any kind therein. Upon demand of the

SunDome or CWBSA, Exhibitor shall pay to SunDome or CWBSA such sums as shall be necessary to restore the premises, center, or grounds to their original condition if any portion thereof shall be damaged by the act, default, or negligence of Exhibitor and its agents, employees, business invitees, or assigns.

11) Parking: is provided free by the CWBSA for Exhibitor and customer use. All vehicles must be parked in a parking spot away from the cement area around the SunDome before the CWBS can open its doors.

12) Food Sale and Distribution: Exhibitor may not sell food or beverages in the SunDome. If you will be serving samples of food or beverages of any type at CWBS, sample sizes must be less than three fluid ounces, or bite size. Exhibitor is solely responsible for obtaining the necessary licenses and paying the necessary fees, if required, to Yakima County Health Department.

13) Alcoholic Beverages: Exhibitor and its employees, agents, and guests shall not consume or distribute any alcoholic beverages at the CWBS.

14) Contests and Door prizes: Exhibitor at its option may provide one gift item to be given away by master of ceremonies as a door prize. For this gift the Exhibitor will receive their business information mentioned over the P.A. system, 100 words or less. Exhibitor may also hold any drawings etc, in his or her own booth, CWBSA or their master of ceremonies will not take part in any Exhibitor held drawings. Exhibitor shall be solely responsible to ensure that any drawings or contests held by Exhibitor on the premises are conducted in strict compliance with the law. Any gifts or giveaways must be a product or service from the registered Exhibitor, or from another registered Exhibitor in the CWBS.

15) Dispensing of Advertising Materials: The CWBSA reserves the right to restrict or remove signs, literature, and business cards of businesses or person's not leasing separate exhibit space in the CWBS. An Exhibitor may only display signs and dispense literature and advertising materials pertaining to their particular business or any Exhibitor registered with CWBSA, and only within their booth space. This applies to, but is not limited to, any advertising containing businesses, which, in the opinion of CWBSA, could lease separate exhibit space in the show.

16) Floor Plan/Relocation: CWBSA reserves the right to assign Exhibitor booth location(s) and /or alter the number of booth spaces in the CWBS, and /or limit the number of Exhibitors in each business category. CWBSA also reserves the right to relocate Exhibitor for the purpose of creating a variety of options, to avoid duplicating business types and/or expediting traffic flow. Floor plans are subject to change without notice.

17) Indemnification: In consideration of being permitted to participate in the CWBS, the exhibitor hereby agrees to hold the Central Washington Bridal Show, its Officers, Board of Directors and Volunteers; The Central Washington Fair Association, its Officers,

Agents, and Employees; and the Yakima County Commissioners harmless for and from any loss, injury, or damage to any person or property caused by an act of omission regarding the exhibitor, their agents, guests, or employees. Exhibitor agrees to reimburse said CWBSA and the State Fair Park for any expenses, including, but not limited to, any attorney's fees or court costs necessarily incurred in defending against any claim arising from said act of omission.

18) Exhibitor Insurance: Exhibitors providing vehicles of any type to be displayed in the SunDome must provide CWBSA with proof of comprehensive general liability Insurance of \$300,000.00 bodily and not less than \$100,000.00 of property damage. Exhibitors providing garments to be stored in dressing rooms and/or used on any of the premises provided by CWBSA agrees to hold the CWBSA harmless for and from any damage and or loss to any and all garments or merchandise. It is recommended that the Exhibitor obtain insurance to cover any damage or loss that may occur.

19) Vehicle Displayed in SunDome: Any vehicle to be displayed in SunDome must have prior approval from CWBSA. All vehicles inside of SunDome must have the battery and/or any electrical supply disconnected and the fuel tank must be sealed off (tape the fuel door shut). If vehicle is equipped with propane or natural gas, gas must be shut off and sealed. Exhibitor must have an ABC fire extinguisher next to vehicle.

20) Tents or Canopy's: Any Exhibitor with a tent or canopy of any size that may be covering any part of their booth must provide an ABC fire extinguisher in their booth at all times. Any covering or decoration over your head of any type is considered a canopy.

21) Assignment or Transfer: The space contracted for is to be used solely by the Exhibitor whose name appears on the contract, and no portion can be sublet or assigned under this agreement. Any authorized assignment or sublease shall not release Exhibitor of all liability under this agreement. Exhibitor shall remain jointly liable with the assignee or sub-lessee as a surety for the full performance of all obligations in this agreement. In addition to recovery of all damages resulting there from, CWBSA shall be entitled to use self-help and/or available legal means to remove from the event the assignee or sub-lessee who has not received the prior approval of CWBSA.

22) Booth Sizes and Fees: Each booth is 10'x10'

- 10x10 Standard Single Booth (\$450)
- 20x10 Standard Double Booth (\$800)
- 30x10 Standard Triple Booth (\$1,150)
- 40x10 Standard Quad Booth (\$1,500)
- 40x10 limousine Booth (\$450)
- **All corner booths are an additional (\$100) per booth space**

Exhibitors displaying vehicles will be given space for vehicle plus room for only one 4-foot table to conduct business on. No other items or decorations will be allowed to use up booth space. Backside of vehicle is to be parked as close to back drapery as possible. Exhibitors displaying vehicles will be charged for one booth space only. Maximum total

length is 40 feet. If more space is needed, Exhibitor will be charged for full booth space at regular price.

23) Exhibitor Fee: Returning Exhibitors, A non-refundable retainer of \$150 per booth space is due by August 31 with the balance to be paid in full by December 31. Any Exhibitor returning from the previous year that signs up and **PAYS IN FULL** by August 31 will receive \$50 off per booth. Payment must be postmarked by August 31, no exceptions. Exhibitor agrees to pay the CWBSA on or before the above dates and return the bridal show contract with payment. This assures the returning Exhibitor a booth space. New and returning Exhibitors will be added to the CWBSA starting September 1, on a first come basis, from the waiting list. Starting September 1, Exhibitor must submit a CWBSA application, when accepted you will be contacted by CWBSA and contract will follow. The contract with \$150 non-refundable retainer or payment in full is due 10 days from the day contract is sent to guarantee you a booth (See waiting list policy). Failing to return contract with payment on a timely manor may result in cancellation of booth space. A late payment fee of \$100 per booth will be charged to all Exhibitors who have not paid in full by December 31. The CWBSA will not accept any Exhibitors (New or Returning) after December 31. The booth fee represents an Exhibitor's fee for space reserved under this agreement. Except as set forth in paragraph 25 below, the retainer fee is non-refundable. If Exhibitor has not paid the fees set forth above by scheduled dates, then upon five-day notice to Exhibitor, CWBSA may elect to terminate this agreement and forfeit Exhibitor deposit. No Exhibitor will be added to any CWBSA advertisements, CWBSA web site, or allowed to set up a booth at CWBS until payment in full is received.

24) Employee: It is understood and agreed that Exhibitors are not employees or agents of the CWBSA and/or the Sundome and have no ability to bind either the CWBSA or the Sundome.

25) Cancellation: The parties agree that the success of the CWBS is dependent upon the participation of a large number and broad range of Exhibitors. Exhibitor's cancellation for any reason will therefore be detrimental to the CWBS and/or will result in the CWBSA's expenditure of additional time and effort in locating a substitute Exhibitor for the booth(s) reserved under this agreement. The amount of the resulting damages will be difficult to determine. In the event Exhibitor notifies CWBSA in writing of its cancellation before December 15, CWBSA will refund the entire Exhibitor fee with the exception of the \$150 non-refundable retainer. In the event Exhibitor cancels after December 15, or by phone, is a no-show, or violates any of the terms and conditions set forth in this agreement, CWBSA will retain all amounts previously paid and payable hereunder as liquidated damages. CWBSA reserves the right to cancel this agreement based on information received from a reliable or official source that may question the Exhibitor's ethical or legal business practice. If such cancellation should occur, CWBSA will refund Exhibitor's booth payment in full. CWBSA reserves the right to refuse exhibit space to any Exhibitor or potential Exhibitor.

26) Interruption or Termination: It is understood and agreed that CWBSA and the SunDome reserve the right to interrupt or terminate the event when, in the judgment of

CWBSA or the SunDome, such interruption or termination is necessary to protect public order or safety. Exhibitor waives any claim against CWBSA or the SunDome for refund, damages, or compensation should the event, and therefore this agreement, be so interrupted or terminated. In addition, if the space reserved hereunder or any portion of the exhibition area is destroyed or damaged by fire or any other cause, or in the event any casualty renders CWBSA's or the SunDome's fulfillment impossible or impractical, then this agreement shall terminate. Neither CWBSA nor the SunDome shall be liable for any refund or damages to Exhibitor. Exhibitor further assumes the risk on any prevention or interruption at the event due to strike, lockouts, labor disputes, acts of God, structural defects in the SunDome facility, hostile governmental action, riot, civil commotion, or other causes beyond the reasonable control of CWBSA. CWBSA shall not be liable to Exhibitor for any refund of damages resulting there from.

27) Web Site Terms: CWBSA will provide the following depending on the link that has been reserved:

(A) Service link only (for Exhibitor without web site): One-year listing on CWBSA web site under the service category of your choice. Service link will run from January one to January one. Service link will provide the following depending on the Exhibitor's desire:

- Business name
- Business hours
- Category
- Address, phone, fax, and email

(B) Full link: One-year listing on CWBS web site under the service category of your choice. Full link will run from January one to January one. Full link will provide a link from CWBSA web site to Exhibitor's web site.

CWBSA will create your link and allow you one round of changes or corrections. If any further changes or corrections are needed, Exhibitor will be billed \$75.00 per additional round. Exhibitor is responsible to provide the information needed to make the link. CWBSA reserves the right to cancel web site link based on information received from a reliable source that may question the Exhibitors ethical or legal business practice or a link to a web site that may be considered distasteful (sexual or hateful in nature).

28) Default: The failure of Exhibitor to comply with any term or condition of the agreement shall constitute default. In addition to the specific remedies set forth elsewhere in this agreement, exhibitor's default shall entitle CWBSA, at its election, to immediate termination of this agreement, to injunctive relief, and/or to recovery of all damages resulting from Exhibitor's default. The remedies set forth in this agreement are cumulative.

29) Attorney's Fees: Should CWBSA bring any action or court proceeding to enforce this agreement, CWBSA shall be entitled, in addition to court costs, to recovery of its reasonable attorney fees, and such amount shall be made part of the judgment.

30) Corporate Representatives: If Exhibitor is a corporation, the party or parties executing this agreement on behalf of the corporation, and the corporation itself, recognize:

- That such party or parties have authority to bind Exhibitor
That Exhibitor is a valid existing corporation
- That Exhibitor is authorized to transact business in Washington
- That Exhibitor is otherwise in compliance with all tax and corporate laws pertaining to exhibitor.

31) Lead List: Approximately three weeks following the CWBS, CWBSA will provide Exhibitor (via email) a list of brides-to-be leads registered at the CWBS. The list will contain the registrants, wedding date, name, address, and email that was provided to CWBSA at registration.

32) Confidentiality of List: Exhibitor acknowledges that the list of names and information received is secret and confidential, and access to this list is a major incentive to participate in the CWBS. Exhibitor further acknowledges that the list is a unique and valuable asset of show management and that its use by any third party or by the Exhibitor for any use, other than direct solicitation of products or services contracted with the show by Exhibitor, may irreparably damage CWBSA. Any unauthorized use or disclosure of the list shall enjoin Exhibitor to penalties listed below, which include, but are not limited to, monetary damages. Exhibitor agrees to pay CWBSA an award of liquidated damages in the amount of \$3,000.00 for each non-authorized business allowed to have use of Exhibitor's list, either directly or indirectly caused by the willful action of the Exhibitor.

33) Leads Acquired by Exhibitor: Exhibitor agrees that leads acquired at their booth at the CWBS are for the sole use of Exhibitor. These leads must also be kept secret and confidential and may not be sold to a third party or used to promote non-Exhibitors of the CWBSA or any other event. Exhibitor agrees to pay fines set forth in previous paragraph if this condition is violated.

34) Entire Agreement: This agreement embodies the parties' entire agreement and any further agreement between the parties shall be ineffective to modify this agreement unless set forth in writing and signed by the parties.

35) Time is of the Essence: Time is of the essence regarding the performance of each of the covenants and agreements of this agreement.

36.) Severability: If any provision of this agreement shall be deemed void or unenforceable by a court of competent jurisdiction, such determination shall not affect any other provision, and all other provisions shall remain in full force and effect.