

Central Washington Bridal Show Exhibitor Terms and Conditions 2014

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 5th, 2014 at The Yakima Convention Center in Yakima, Washington. Any Exhibitor wishing to participate in the CWBSA must have a business located in Central Washington and 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. Sponsors may or may not be members of the CWBSA; nor are sponsors required to be wedding related or located in Central Washington. All Exhibitors are subject to certain requirements of the CWBSA and the Yakima Convention Center. 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 Convention Center.

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 5 amps or 500 watts maximum per booth space.
- (D) A reasonable amount of exhibitor badges, for exhibitor and staff that are working in the booth.
- (E) One list of brides registered at the show sent via email.
- (F) One year web page link on www.centralwashingtonbridalshow.com
- (G) CWBSA will NOT PROVIDE ANY TABLES.

Exhibitor must provide tables 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) 949-3929. CWBSA will not be involved or take any responsibility for any private rental. Chairs will be provided for those that want them. If extra electrical power is needed, go to the Vendor information center at www.centralwashingtonbridalshow.com or contact Backstage Electric (509) 930-0380.

4) Exhibitor's Entrance: The Exhibitor entrance is located on the north end of the Yakima Convention Center lobby. A list of all the staff members who will be working in your booth,

including you is due on or before January 1st. Security working the north exhibitor door will have a master list of every name that was submitted by the Exhibitors. The Exhibitor entrance door will be the only door for Exhibitors and their staff to enter the bridal show without purchasing a ticket during bridal show hours of 9:00am to 4:30pm. Only people that are working an exhibitor booth and listed with security will be allowed free access (maximum 4 free staff per booth). Anyone that is not working a booth or their name was not submitted by the exhibitor on or before January 1st will be considered as a guest and will be charged for the cost of a ticket to enter. No additional names will be added to the Exhibitor entrance door list after January 1st or at the door the day of the show.

5) Occupancy: Exhibitor agrees to have its exhibit ready for public viewing no later than 9:00 am the Sunday of the show. Exhibitor also agrees to occupy and maintain its exhibit space at the CWBS during advertised show hours Sunday (10:00am to 4:30pm). Booths may begin to disassemble at 4:30 pm, there will be a fashion show starting at 3:00 pm and 4:00 pm in a separate location (south ballroom)

6) Move-In: The Yakima Convention Center will be open for early setup on Saturday 1/4/2014 from 11:00 am to 6:00pm. For those wishing to set up on Sunday, Exhibit hall will open at 6:00am for setup. **NOTE;** Front main doors to the Exhibitors Hall (lobby area) will be locked down at 9:00 am Sunday morning the day of the show, and will not open back up until 10:00 am, when the bridal show opens for business. Exhibitors will not be able to enter through the lobby area between 9:00 am and 10:00 am, as that area will be opened for early ticket sales. All exhibitors must have their booth items loaded in the Exhibitor room Sunday by 9:00 am, so as not to conflict with doors to the lobby opening for registration and early ticket sales. No vehicles will be allowed in the Convention Center for delivery purposes. Exhibitor must provide any hand trucks, carts, or lifting equipment needed for move-in.

7) Display Removal: No exhibit or part of an exhibit may be disassembled or removed 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 10:00 am to 4:30 pm.

8) Move-Out: Exhibitor agrees not to disassemble their display until told to do so at 4:30 pm. Exhibitor agrees not to place anything in the aisle until 4:30 pm. In the event an Exhibitor has not entirely removed all display items by 8:00 pm the Sunday of the CWBS, the 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.

9) Use of Space: Exhibitor or potential Exhibitor must give full disclosure of every type of product or service that will be presented in the booth space, even if it is all listed under the exhibitor's company name. Exhibitor's use of display booth(s) is for the business to display and/or sell merchandise and/or services from the registered business/Exhibitor only, the registered business/Exhibitor is an 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.

10) Small Business Franchisee: (such as, Pampered Chef, Avon, Cookielee, PartyLite, Advocare, etc) must rent one booth per franchise, thus eliminating one booth from being able to tie up multiple small franchises. CWBSA will only allow one of any type of small business franchise per bridal show. This is done to try and offer a large variety of products and not duplicate the exact same franchise over and over.

11) 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, Video equipment, 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.

12) Microphones, Amplification, & P.A. Systems: No exhibitor will be allowed to use a microphone, music amplification, or P.A. system in their display area

13) Sound: Video equipment and disc jockey sound systems must be placed toward the back of the exhibit space. Exhibitors are asked to monitor their own booths to be sure the noise levels from video and disc jockey sound systems are kept to a minimum and do not interfere with others. The use of sound systems or equipment producing sound is an exception to the rules, not a right. Show management reserves the right to determine at what point the sound interferes with others and must be discontinued. You will only be asked to turn your system down once before we ask you to turn your system off.

14) Height Restrictions: Exhibits shall be so arranged as not to obstruct the general view, nor hide the exhibits of others. Regular and specially built back walls, including signs may not exceed an overall height of 8' and extend forward from back wall more than 4'. Low side displays between exhibits should not exceed 4' in height. The backside of any displays must be aesthetically pleasing toward neighboring booths. If your exhibit does not conform to these restrictions, you must fill out the booth height restriction variance form, and submit it to the CWBSA no later than *December 1*, for acceptance. Should there be a need for extra drapery to hide over height exhibits, the exhibitor will be responsible for the cost of the drapery. No exhibits or products can protrude into the aisle ways.

15) Flammable Materials: No flammable material such as bunting, tissue paper, crepe paper, etc., will be permitted to be used for decorations, and all materials used for decorative purposes

must be treated with flame proofing and approved by the Fire Department. Exhibitor shall not light any candles inside Convention Center.

16) Damage or Defacement of Convention Center: Exhibitor shall not injure, mar, or deface the Convention Center or the grounds outside the Convention Center. Exhibitor shall not bring, have, or distribute helium balloons in the Convention Center. Exhibitor shall not drive any nails, hooks, tacks, or screws in any part of the Convention Center, nor shall it make any alteration of any kind therein. Upon demand of the Convention Center or CWBSA, Exhibitor shall pay to Convention Center 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.

17) Parking: is free for Exhibitor and customer use.

18) Food for Exhibitors: Exhibitors shall not bring any food or drinks into the Convention Center except samples to be served by Exhibitors in the food categories (see line 19). CWBSA will provide a break room with water for Exhibitors. Concessions and espressos will be for sale in the concession area for exhibitors wishing to purchase food items. Exhibitors purchasing food items from concessions may take the food to the break room if desired.

19) Food Sale and Distribution: Exhibitor may not sell food or beverages in the Convention Center. If you will be serving samples of food or beverages of any type at CWBSA, 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.

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

21) 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 CWBSA.

22) 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 CWBSA. 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.

23) 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.

24) Indemnification: In consideration of being permitted to participate in the CWBS, the exhibitor hereby agrees to hold the Central Washington Bridal Show Association, its Officers, Board of Directors, Employees; and Volunteers; The Yakima Convention Center, City of Yakima, Yakima Valley Visitors and Convention Bureau, its Officers, Agents, and Employees; 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 Convention Center 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.

25) Exhibitor Insurance: Exhibitors providing vehicles of any type to be displayed in the Convention Center 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 and the Convention Center 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.

26) Vehicle Displayed in Convention Center: Any vehicle to be displayed in Convention Center must have prior approval from CWBSA. All vehicles inside of Convention Center must have the battery and/or any electrical supply disconnected and the fuel tank must be sealed off (lock or 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 and a tarp placed under the car covering the full length of the vehicle to protect the carpet from any possible leaks.

27) Tents or Canopy's: Any Exhibitor with a tent or canopy of any size that may be covering any part of their booth must fill out the booth height restriction variance form, and submit it to the CWBSA no later than December 1st, for acceptance, (see line 14). Any Exhibitor with a tent or canopy of any size must provide an ABC rated fire extinguisher in their booth at all times. Any covering or decoration over your head of any type is considered a canopy.

28) 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.

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

- 10x10 Single Booth (\$450) (After August 31, \$550) (After Oct 31, \$650) (After Nov 30, \$750)
- 20x10 Double Booth (\$700) (After August 31, \$900) (After Oct 31, \$1,100) (After Nov 30, \$1,300)
- 30x10 Triple Booth (\$1,050) (After August 31, \$1,350) (After Oct 31, \$1,650) (After Nov 30, \$1,950)
- 40x10 Quad Booth (\$1,400) (After August 31, \$1,700) (After Oct 31, \$2,100) (After Nov 30, \$2,600)
- limousine Booth (\$450) (After August 31, \$550) (After Oct 31, \$650) (After Nov 30, \$750)
- **All corner booths are an additional (\$50) per booth space.**
- **For different booth sizes or configurations contact CWBSA show management.** Exhibitors displaying vehicles will be given space for vehicle only; 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 the regular price.

30) Exhibitor Fee: All booth fees are due when you submit your contract. CWBSA will not accept deposits or partial payments. **Contract with Full Payment** must be postmarked before the date listed, any contract or payment postmarked after the date listed will be charged the higher fee, no exceptions. New and returning Exhibitors will be added to the CWBSA, on a first come basis. New Exhibitors will be added from the waiting list. New Exhibitors must submit a CWBS application, when accepted you will be contacted by CWBSA and a contract will follow. The contract with 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 manner may result in cancellation of booth space. The CWBS will not accept any Exhibitors (New or Returning) after December 1st or when the show is sold out whichever comes first. Due to the high demand for a booth, the CWBS could sell out before *Dec 1st*. The booth fee represents an Exhibitor's fee for space reserved under this agreement. 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. Exhibitor agrees that show management may list Exhibitors in show promotional materials and use

photography and/or video taken at the show for publicity purposes without compensation to Exhibitor.

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

32) 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 *November 15th, 2013* CWBSA will refund the entire Exhibitor fee with the exception of \$150. In the event Exhibitor cancels after *November 15th, 2013* 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.

33) Interruption or Termination: It is understood and agreed that CWBSA and the Convention Center reserve the right to interrupt or terminate the event when, in the judgment of CWBSA or the Convention Center, such interruption or termination is necessary to protect public order or safety. Exhibitor waives any claim against CWBSA or the Convention Center 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 Convention Center's fulfillment impossible or impractical, then this agreement shall terminate. Neither CWBSA nor the Convention Center 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 Convention Center 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.

34) 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 that your business qualifies under (see web page category criteria). Service link will run from *October 30* to *October 30*. Service link will provide the following depending on the Exhibitor's desire:

- Business name

- Category
- Address, phone, fax, and Email

(B) Full link: One-year listing on CWBSA web site under the service category that your business qualifies under (see web page category criteria). Full link will run from *October 30* to *October 30*. Full link will provide a link from CWBSA web site to Exhibitor's web site or facebook.

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 (see web page form). 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).

35) 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.

36) 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.

37) 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.

38) 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 were provided to CWBSA at registration.

39) 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.

40) 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.

41) 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.

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

43) 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.