

## Better Living Show – TERMS AND CONDITIONS

1. EXHIBIT HOURS - Management shall determine and publicize the exhibit hours the show will be open to the public each day.
2. MERCHANDISE REMOVAL - No exhibits, part of an exhibit or merchandise may be removed from the building until 6:00 pm of the closing day without a Removal Order signed by Management
3. DELIVERY - All shipments must be PREPAID
4. DISPLAYS - No signs, partitions, apparatus, shelving, etc., may extend more than eight feet high in the rear of a booth if backing up to another exhibit.
5. RUNNING OF ENGINES - Oil, propane, diesel, or gasoline engines cannot be operated inside the buildings.
6. LIABILITY - The Exhibitor is entirely responsible for the space occupied by him and shall not injure, mar or deface the premises. The Exhibitor shall not drive, nor permit to be driven, any pins, nail, hooks, tacks, or screws in any part of the building. Furthermore, Exhibitor shall not affix advertisements, signs, etc., or use adhesive type material on the walls or windows of the building. Automobiles, trucks and similar conveyances shall have drip pans and/or protective material under them to safeguard the floor from oil stains etc., and all landscaped areas must have a similar barrier under them to safeguard the floor. The Exhibitor agrees to reimburse the Management and/or the Portland Expo Center for any loss or damage occurring to the premises or equipment.
7. AISLES - The aisles, passageways, and overhead spaces remain under the control of the Management and no signs, decorations, banner, advertising material or exhibits, will be permitted in those areas except by permission of the Management. All exhibits and personnel must remain within the confines of their own spaces and no Exhibitor shall erect signs or display products obstructing the view, occasion injury or disadvantageously affect the display of other Exhibitors.
8. SPACE - The contracted space is to be used solely by the Exhibitor whose name appears on the contract and no portion can be sublet or assigned. The Exhibitor shall forfeit his right to the space, all prepaid space costs and upon demand pay any balance owing to Management if he fails to occupy or use his space or to have his exhibit completed and in place by 4:00 pm the day before the show opens. If Exhibitor forfeits the space, Management may re-rent the space without liability to the Exhibitor.
9. REASSIGNMENT - Management shall have the right and privilege of moving an Exhibitor to another location in order to conform with all current City, County, State, and Federal laws and regulations. Management shall have the right and privilege of moving the Exhibitor's location to meet the general display requirements, guidelines, and needs of the Show Management.
10. PARTICIPANTS - This agreement does not reserve for, nor guarantee to the Exhibitor any space, specific area or space priority, right of first refusal or any other manner of participation in any future shows.
11. ALCOHOLIC BEVERAGES - Exhibitors and their employees, agents, and guests shall not consume any alcoholic beverages except in designated areas. Management in its discretion may remove any exhibitor from the show without refund for violation of this restriction.
12. RESTRICTIONS - Management reserves the right to restrict or remove exhibits that have been falsely entered, violate this agreement, or are deemed by Management in its sole discretion as unsuitable or objectionable. Exhibits deemed unsuitable or objectionable must be removed if the condition is not immediately corrected after one verbal warning. Unsuitable and objectionable exhibits include, but are not limited to noise, public address systems, persons, animals, birds, things, conduct, printed matter, odors, food, or anything objectionable to Management, building administration, or the general public. The exhibits removed under this paragraph shall not receive a refund. No inflated balloons, sharp objects or stickers may be handed out or sold. No compressed gas or air tanks are allowed in the building during show hours.
13. USE OF COPYRIGHTED MATERIAL - The playing, performing, or other use of copyrighted television or radio transmission, music, videotape, audio-visual material, or any other work, whether live or recorded, by exhibitor or its agents, representatives or employees is expressly prohibited unless the exhibitor or its agents, representatives or employees have contracted with the owner, ASCAP, BMI or a similar organization to use the work at the show. Exhibitor agrees to indemnify Management (and their respective officers, directors, owners, employees, insurers, agents, representatives and assigns) against any and all claims and costs of defense, or fees paid by Management to ASCAP, BMI, or similar organizations arising from any unauthorized use of any work by exhibitor or any of its agent, representatives, or employees.
14. ALL EXHIBITS MUST COMPLY WITH ALL CITY, COUNTY, STATE & FEDERAL LAWS, ORDINANCES, REGULATIONS, & FIRE MARSHAL INTRUCTIONS - All city, county, state & federal licenses, inspections or permits required by law of any exhibitor in the installation or operation of his display shall be obtained by the exhibitor at his own expense prior to the opening of the show.
15. INSTALLATIONS - Any special carpentry, wiring, electrical or other work, steam, water, or drainage connections shall be installed at Exhibitor's expense, and within the Building and Management's rules and requirements.
16. ELECTRICITY - 120 and 208 volts, 60 cps., single or 3 phase, is available in the building. Each booth is furnished with one fused 120-volt duplex receptacle outlet of up to 600 watts capacity without charge. All electric connections shall be equipped with an Equipment Ground Conductor. For any additional electrical requirements exhibitors contact the electrician.
17. CANCELLATION OF CONTRACT - If this agreement is cancelled by Exhibitor for any reason, or by Management because of Exhibitor's default or violation of this agreement, monies paid to Management by Exhibitor shall be retained as follows: If cancellation occurs 60 days or more before the start of the show, Management shall retain 50% of the total contract price and return the balance paid to Exhibitor. If cancellation occurs within 59 days or less prior to the first day of show, Exhibitor is liable for the entire cost of the booth space which includes money paid and any outstanding balance. Management shall retain these monies as liquidated damages for the direct and indirect costs incurred by Management for organizing, setting up and providing space for Exhibitor, and losses and additional expenses caused by Exhibitor's withdrawal including relet of the space. To receive a refund, cancellations must be in writing.
18. LIABILITY OF MANAGEMENT - Management shall not be liable for any damages or expenses incurred by Exhibitors in the event the show is cancelled, delayed, interrupted or not held as scheduled for any reason. Exhibitor shall only receive a full refund if the show is cancelled. Exhibitor damages for breach of contract shall be limited to the refund of the cost of the exhibit space.
19. SECURITY FOR SPACE PAYMENTS - Failure of Exhibitor to make payments as specified shall entitle Management to take possession of and Exhibitor hereby grants Management a security interest in all merchandise, material and the exhibit displayed by Exhibitor and to retain the same as security for such unpaid amount. Management shall have the right to dispose of same without notice to Exhibitor in such manner as it deems appropriate whether by sale or otherwise. Management shall retain any sale proceeds in payment of expenses incurred in disposing of such property and all unpaid amounts; any excess shall be given to Exhibitor.
20. INDEMNIFICATION - Exhibitor shall protect defend, indemnify and hold harmless Blue Ocean Events, Inc., Portland Expo Center and MERC from and against any and all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the exhibit, or Exhibitor actions, or the officers, contactors, licensees, agents, employees, guests, or visitors of Exhibitor.
21. INSURANCE - Exhibitor shall secure and maintain liability insurance, naming Blue Ocean Events, Inc., Portland Expo Center and MERC as additional insured, as will protect them from claims which may arise out of or result from the activities of the Exhibitor. A certificate of insurance is to be furnished to Management. Neither the Management nor the Portland Expo Center shall be responsible for loss or damage occurring to the exhibit or sustained by the Exhibitor from any cause. Exhibitors shall obtain and pay for insurance.
22. ATTORNEY'S FEES - If civil action arises between the parties out of this agreement or to enforce any of its provisions, the losing party shall pay the attorney's fees of the prevailing party as trial court may adjudge reasonable and if an appeal is taken from any judgment of the trial court, the losing party shall pay the amount to Appellate Court shall adjudge reasonable as the prevailing party's attorney's fees on appeal.
23. CONSENT TO USE OF EXHIBITOR'S LIKENESS - Exhibitor hereby consents to Management's royalty-free use of visual and audio reproductions of Exhibitor and its employees and exhibit(s) including without limitation recordings, photographs, video tapes, films and other images or likenesses for the purpose of Management's advertisement and promotion of this and future shows.
24. EXHIBITOR'S MANUAL - The Exhibitor's Manual, as established in writing for all Exhibitors by Management, is part of this agreement.