



# 2008 GREAT KIDS EXPO APPLICATION & LICENSE AGREEMENT FOR EXHIBIT PARTICIPATION

October 25-26, 2008 – Dulles Expo Center, Chantilly, VA

## 1. Exhibitor Information

The Company/Division identified below (“Exhibitor”) applies to Lightbulb Communications, LLC (“Organizer”) for exhibit space at “GREAT KIDS EXPO,” a consumer tradeshow to be held in Chantilly, Virginia from October 25-26, 2008, pursuant to the rules and regulations of this Application and License Agreement (each of which application and license shall be incorporated by reference in the other and which together shall be referred to as, the “Agreement”).

Exhibiting Company Name

Address

City/State/Zip

Primary Contact

Title

Telephone:

Fax:

Email Address (important exhibitor updates are sent via email):

Website:

Marketing Contact:

Email:

PR Contact/Firm:

Email:

## 2. Exhibit Space Size & Total Space Charge

10 x 10 = 100 sq. ft.

10 x 20 = 200 sq. ft.

10 x 30 = 300 sq. ft.

20 x 20 = 400 sq. ft.

30 x 30 = 900 sq. ft.

### Exhibit Space Rates:

\$9 per square foot

100 sq. ft. x \$9 = \$900

200 sq. ft. x \$9 = \$1,800

300 sq. ft. x \$9 = \$2,700

400 sq. ft. x \$9 = \$3,600

900 sq. ft. x \$9 = \$8,100

Additional sizes are available.

## 3. Exhibition Fee Payment Schedule

Total exhibit space cost = \$ \_\_\_\_\_

- 40% non-refundable deposit is due with application = \$ \_\_\_\_\_

- 100% of total cost is due by September 12, 2008\* = \$ \_\_\_\_\_

\*includes initial 40% deposit

- An application submitted without a deposit pending invoice will be cancelled if the Exhibitor fails to remit the deposit within the time specified in the invoice.
- Payments made within 30 days of the start of GREAT KIDS EXPO must be made with cashier's check or money order.
- Exhibitor understands and agrees that this Agreement shall become binding when the signed Agreement is provided to the Organizer, with or without appropriate or timely payment of any and all fees, and Organizer sends a letter to the Exhibitor confirming acceptance of Exhibitor's application. Upon such acceptance of the Exhibitor's application by Organizer, Exhibitor agrees and is responsible for making all payments as stated herein. No portion of the deposit or other payments made to Organizer are refundable except as provided in sections 9 and 10 of the Rules and Regulations of this Agreement.

**Payments using a Credit Card**

Complete credit card information and Fax License to: 703.827.9889

VISA       MasterCard       American Express       Discover

\$ \_\_\_\_\_  
Amount to Charge      Credit Card Number      Exp. Date      CVV2

\_\_\_\_\_  
Name and Company (as it appears on the card)

\_\_\_\_\_  
Billing Address

\_\_\_\_\_  
Authorized Signature for charge:

**Payments using a Check**

Check Enclosed in the amount of: \$ \_\_\_\_\_ Check# \_\_\_\_\_

**Make checks payable to** Lightbulb Communications, LLC

**Mail to:** Lightbulb Communications, P.O. Box 2048, Vienna, VA 22183-2048

**4. Payment Terms**

The total space fee is calculated on Exhibitor's selection above. Forty percent (40%) non-refundable deposit of the total space fee is due with License; the balance of the total space fee is due by September 12, 2008. For applications received after September 12, 2008, 100% of total space fee is due upon application.

**5. Exhibit Space Selection**

Please list your booth choices in order of preference. Providing choices from different areas of the exhibit hall will increase your chances of obtaining one of your six choices.

1st \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_ 4th \_\_\_\_\_

**6. Exhibit Space Special Requests**

Companies from whom we desire to be away from:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

Companies whom we desire to be near:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

**7. License and Payment Delivery**

**Mail to:** Lightbulb Communications, P.O. Box 2048, Vienna, VA 22183-2048

(p) 703 596 4133 (f) 703 827 9889

**8. EXECUTION OF AGREEMENT AND LIABILITY**

By the signature below, the individual signing this document represents and warrants that he/she is duly authorized to execute this binding Agreement on behalf of Exhibitor. The Exhibitor agrees to be bound by the terms and conditions herein and/or any other regulations issued by Organizer prior to GREAT KIDS EXPO.

**The Exhibitor agrees that upon acceptance of this Agreement by Organizer, with or without appropriate payment of the exhibition deposits or fees, this Agreement shall become legally binding and enforceable against the Exhibitor in accordance with its terms.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**For Lightbulb Communications Use Only:**  
ACCEPTED BY: \_\_\_\_\_ SPACE(S) ASSIGNED: \_\_\_\_\_

## **LICENSE AGREEMENT – RULES AND REGULATIONS LIGHTBULB COMMUNICATIONS, LLC**

Lightbulb Communications, hereinafter the “Organizer” grants Exhibitor a license to occupy an exhibit space for the time stated herein provided that Exhibitor has paid in full the total space rental cost as stated per the Payment Terms in section 4 of the attached application and agrees to abide by the rules and regulations of the Exhibit as set forth in this Agreement. The actual occupancy of the space taken by the Exhibitor is of the essence of this Agreement, and if the Exhibitor fails to occupy such space the Organizer is authorized to occupy the space in any way that it deems in the best interest of GREAT KIDS EXPO without releasing the Exhibitor from any obligations as stated herein.

### **1. GENERAL**

The Organizer shall have full power in the interpretation and enforcement of all rules and regulations governing Exhibitors. All matters and questions not covered by the regulations shall be subject to the final judgment and decision of the Organizer. The Organizer will establish the schedule for setting up, opening, closing and dismantling of the Exhibits. These regulations may be amended at any time by the Organizer upon written notice to such Exhibitors as may be affected by them.

### **2. ELIGIBILITY**

The Organizer reserves the right to determine the eligibility of any company or product to exhibit at GREAT KIDS EXPO. The acceptance of an Exhibitor does not carry the Organizer’s endorsement of Exhibitor’s equipment, supply or service. Exhibits and Exhibitors are subject to the approval of the Organizer. The Organizer reserves the right to require modification of any exhibit that, in Organizer’s opinion, is not in character with GREAT KIDS EXPO. This right includes the right to modify displays, literature, sound, products and services marketed, advertising novelties, conduct of representatives, etc. The Organizer reserves at all times the right to approve the nature of the exhibits and conditions under which the exhibits are displayed.

### **3. ASSIGNMENT OF SPACE**

Initially space will be assigned based on a first-come, first-served basis taking into consideration the date this Agreement is executed by Exhibitor, payment is received, availability of requested area, the amount of space requested, special needs and compatibility of Exhibitors. In the event of conditions beyond its control, Organizer reserves the right to rearrange the floor plan and may relocate an exhibit. The Organizer shall attempt to consult the Exhibitor prior to such relocation, but may continue with relocation even if unable to reach the Exhibitor.

### **4. EXHIBIT SPACE CHARGE**

The fee for exhibit space is \$9.00 per square foot.

### **5. SPACE ASSIGNMENT AND ATTENDEES**

Although Organizer will attempt to accommodate Exhibitor requests for specific booths, no guarantees can be made that the Exhibitor will be assigned the booth(s) requested. Exhibitor acknowledges that he/she is not licensing for a specific booth(s), but rather for the right to participate as an Exhibitor in GREAT KIDS EXPO. Organizer makes no representations or warranties with respect to the demographic nature and/or number of Exhibitors and/or attendees.

### **6. LICENSE RELATIONSHIP & TERMINATION PROVISIONS OF AGREEMENT**

It is understood and agreed that this Agreement constitutes a non-assignable license and privilege only and is not, under any circumstances, intended to constitute a lease, and no leasehold or tenancy are intended to be nor shall be created as a result of this Agreement. Furthermore, no other conveyance of real property, a partnership, employment agreement or joint venture between the parties is intended as a result of this Agreement.

This Agreement provides the Exhibitor with a license to exhibit at GREAT KIDS EXPO. The Organizer reserves the right to immediately terminate Exhibitor’s exhibit space, if (a) Exhibitor fails to pay all space charges in accordance with the schedule set forth in the payment schedule section of this Application and License, (b) Exhibitor has outstanding financial obligations to the Organizer for sponsorships, previously assigned booth space or any other service provided in connections with a prior Organizer-managed event, or (c) Exhibitor materially fails to perform or breaches its obligations under this Agreement. Material breaches include, but are not limited to, violations of the regulations and guidelines; noncompliance with exhibit space presentation, space usage, and staffing requirements; and noncompliance with the law.

Termination shall not relieve either party of any obligations, financial or otherwise, that accrue prior to termination.

#### **7. DEFAULT AND REASSIGNMENT OF SPACE**

Exhibit space not occupied by the required time during installation, as stated in this Agreement, may be reassigned by the Organizer to another Exhibitor, and Organizer shall have no obligation to refund deposits and/or exhibition fees paid. If Exhibitor breaches any of its obligations or covenants under this Agreement, including without limitation any rule or regulation and all terms and conditions of this Agreement, the Organizer may, without notice, terminate this License. In the event of such default, the Organizer may thereupon direct Exhibitor forthwith to remove its employees, agents or servants, and all of its personal property from the space licensed and from the exhibit hall.

#### **8. FORFEITURE**

Exhibitors failing to make the payments, per the Payment Terms set forth in section 4 of this Agreement shall forfeit their right to exhibit at GREAT KIDS EXPO and shall be responsible for payment of all fees as defined herein.

#### **9. CANCELLATIONS**

No cancellation shall be acknowledged unless received in writing from the Exhibitor to the Organizer. The date upon which the notice of cancellation is received shall apply as the official notice of cancellation. Upon receipt of Exhibitor's notice of cancellation, the Organizer has the right to resell the space vacated. Both the Exhibitor and the Organizer agree that the Organizer will sustain substantial losses in the event of the Exhibitor's cancellation. Due to the difficulty of determining and providing said losses, the Exhibitor agrees to pay the following as liquidated damages, and not as a penalty, if the Exhibitor cancels all or part of the exhibit space on or within the time periods specified below. Should the Exhibitor cancel all, or part, of the exhibit space for hereunder after the date the Organizer accepts this Agreement, Exhibitor shall pay: a) 50% of the total exhibit space cost if cancellation is made before June 30, 2008 or b) 100% of the total exhibit space cost if cancellation is made on or between July 1, 2008 and the first day of the event. All payments made or due to the Organizer shall be fully earned and non-refundable, in consideration for expenses incurred by the Organizer and its lost or deferred opportunity to provide exhibit space to others. All cancellation fees that may become due hereunder are acknowledged by the Exhibitor as liquidated damages and are not applicable toward any future shows or events sponsored by Organizer. Organizer will invoice exhibitor for cancellation fees in excess of payments. Invoices for cancellation fees are due upon receipt. This balance must be paid in full before exhibitor can exhibit or sponsor in any other Organizer-sponsored event.

#### **10. SPACE REDUCTIONS**

No reduction of space shall be acknowledged unless received in writing from the Exhibitor to the Organizer. The date upon which the reduction of space notice is received shall apply as the official notice of reduction. Upon receipt of Exhibitor's notification of the reduction of space, the Organizer has the right to resell the space vacated. Both the Exhibitor and the Organizer agree that the Organizer will sustain substantial losses if the Exhibitor reduces the originally assigned booth space. Due to the difficulty of determining and providing said losses, the Exhibitor agrees to pay the following as liquidated damages, and not as a penalty, if the Exhibitor reduces part of the exhibit space on or within the time periods specified below. Should the Exhibitor reduce the exhibit space licensed for hereunder after the date the Organizer accepts and signs this Agreement and before June 30, 2008, Exhibitor shall pay a fee of 50% of the difference between the cost of the originally assigned exhibit space and the cost of the reduced exhibit space, requested in writing by the Exhibitor. On or after July 1, 2008, the penalty increases to 100% of the difference between the cost of the originally assigned exhibit space and the cost of the reduced exhibit space. The Exhibitor will be responsible for the entire 100% cost of the of the originally assigned exhibit space regardless of any space reduction requests on or after July 1, 2008.

#### **11. INTEREST AND COLLECTION FEES**

Exhibitor agrees to pay interest at a rate of 1% per month (12% per annum), or the maximum allowable by law, on all past due balances to the Organizer. Exhibitor further agrees to pay any collection costs, including but not limited to, court costs, collection fees, and attorney's fees.

#### **12. EXHIBIT SPACE REGULATIONS**

A. No exhibit will be permitted to interfere with light, space, comfort or view of another exhibit. No portion of the display, including signs and booth decorations, may span an aisle or impede neighboring booths. All materials must be contained within the confines of the booth space.

- B. Floodlights, if used must be directed to shine entirely within the booth area so that no interference with neighboring booths results. All draperies, carpets, decorations, etc., used in the display must be of a nonflammable nature. Animated signs or flashing lights (other than animation of product or actual product operation) are prohibited on or in the area of the Exhibition floor. Signs, handbills or other devices are strictly limited to the booth space assigned.
- C. Loudspeakers of any kind must be directed toward the interior of the exhibit space. Speakers may not face aisles or other Exhibitors' booths. A maximum noise level of 85 dB will be maintained on the exhibit floor, a standard which is endorsed by the International Association for Exposition Management. Musical instruments, live music, radios, projection machines, record players, VCRs, televisions, or any noise creating device or amplifying systems shall be operated only at this level so as not to interfere with other Exhibitors or add unduly to general acoustic inconvenience.
- D. Each Exhibitor must keep an attendant in the display booth during the hours the exhibit floor is open. Attendants must be bona fide employees or representatives of the Exhibitor. There is no restriction on the number of attendants per booth; however, attendants must wear exhibitor badges and be fully registered as Exhibitors. We recommend a maximum of two attendants in a standard booth (10'x10'/Linear Booth) at any particular time.
- E. The Exhibitor must pay all costs incurred in the operation of its booth, including without limitation expenditures incurred for lights, power, water or other utilities or services. The Organizer shall provide aisle carpeting. All measurements reflected on the floor plan are not warranted but are as accurate as possible. The Exhibit Manager reserves the right to modify these plans, as necessary, to meet the needs of Exhibitors and the Exhibition.
- F. The Organizer retains the right to refuse or deny anyone the right to exhibit at GREAT KIDS EXPO, and shall return any rejected applicant's rental fee. Organizer shall not be deemed to have approved an application until Organizer receives a signed Agreement from the Exhibitor and sends a confirmation letter to the Exhibitor.
- G. Exhibitors may show only the goods they manufacture or deal in during their regular course of business. Because of the large number of companies exhibiting similar, or related product lines, Organizer cannot guarantee that a company exhibiting similar products or a competitor will not be located a nearby or adjoining booth space.
- H. Organizer reserves the right to restrict or evict Exhibitors, which because of noise, method of operation, materials, or any other reason, become objectionable, and also to prohibit or evict any exhibit that, in the opinion of Organizer, detracts from the general character of GREAT KIDS EXPO as a whole. This includes without limitation, persons, things, conduct, printed matter, or anything of a character that Organizer determines, is objectionable to the exhibition, or that interferes with the activities of neighboring Exhibitors. In the event of such restriction or eviction, no deposits or exhibition fees will be refunded.
- I. Exhibitor shall not sub-license, assign, or otherwise permit any person to occupy, Exhibitor's booth, or any part thereof, or use the booth for the exhibition of anything not specified in this Agreement. Exhibitor may not exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in its own name, except where such articles are required for the proper demonstration or operation of Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate, imprint, or other identification which in standard practice appears normally on them. An Exhibitor may not permit non-exhibiting companies' representatives to conduct business in its booth. Exhibits must solely be used for the purpose of promoting Exhibitor's products or services and shall not be used for other business purposes. Rulings of the Organizer in its sole discretion shall in all instances be final with regard to use of any exhibit space.
- J. Aisles may not be obstructed in any way and must be kept clear from floor to ceiling. Any demonstration or activity that results in obstruction of aisles or prevents ready access to nearby Exhibitors' booths is prohibited and may be suspended by Organizer.
- K. No live animals may be displayed or used as part of any exhibit booth or brought onto the exhibit floor. Vision, hearing impaired or other persons with disabilities who require guide dogs will be granted permission onto the exhibit floor.

L Any exhibitor who begins to dismantle or pack part of the exhibit before the close of GREAT KIDS EXPO may lose priority points or be denied participation in future shows.

M. No balloons of any kind may be used as a giveaway. Any damage of the show locations caused by such unauthorized giveaways will be paid for by the party responsible.

### **13. BOOTH DISPLAY TYPES**

A perimeter booth is a linear or corner booth that backs up to the wall of the exhibit hall instead of another booth. The maximum height in the rear half of a perimeter booth is twelve feet (12'), with a four feet height restriction imposed on the all materials in the remaining front five feet (5'). Note: if 3 or more (300 linear sq. ft. or larger) in-line booths are used in combination as a single exhibit space, the four feet (4') height limitation in the front five feet (5') of the booth is applied only to that portion of exhibit space within ten feet (10') of an adjoining booth. Hanging signs are not permitted over perimeter booths.

A linear booth only has one side exposed to an aisle, shares a common back wall, and is in line with other exhibits on one or two sides. A corner booth is the same as a linear booth with two sides exposed to an aisle. The maximum height in the rear half of linear and corner booths is eight feet (8'), with a four feet height restriction imposed on all materials in the remaining front five feet (5'). Note: if 3 or more (300 linear sq. ft. or larger) in-line booths are used in combination as a single exhibit space, the four feet (4') height limitation in the front five feet (5') of the booth is applied only to that portion of exhibit space within ten feet (10') of an adjoining booth. Hanging signs are not permitted over linear and corner booths.

A peninsula booth is any exhibit 20'x20' or larger and is exposed to aisles on three (3) sides. When a peninsula booth backs up to two linear booths, the backwall is restricted to four feet (4') high within five feet (5') of each aisle permitting adequate line of sight for the adjoining linear booths. Twelve (12') is the maximum height allowance, including signage for the center portion of the backwall. For all peninsula booths, the exterior of the back wall must be plainly finished and may not contain booth identification, logos or advertisements.

A split island booth is a peninsula booth which shares a common backwall with another peninsula booth. The entire cubic content of this booth may be used, up to the maximum allowable height (12'). For all split island booths, the exterior of the back wall must be plainly finished and may not contain booth identification, logos or advertisements.

An island booth is any exhibit 20'x20' or larger and is exposed by aisles on four sides. Island booths cannot exceed twelve feet (12') in height including identification signs. The entire cubic content of the space may be used up to the maximum allowable height.

### **14. HANGING SIGNS**

Hanging signs are only permitted in island booths (20'x20' or larger), provided it is not objectionable and there are no physical constraints in the facility to prevent hanging it. The top of a sign must not exceed twelve feet (12') from the exhibit hall floor, cannot block GREAT KIDS EXPO signs and must be set back ten feet (10') from adjacent booths. No part of the hanging sign can be suspended over an aisle.

Hale Northeastern, Inc. (see section 18 for General Service Contractor Information) has jurisdiction to hang any sign that weighs over 100 lbs. Forms for hanging signs will be located in the Exhibitor Service Manual. Organizer and Hale Northeastern, Inc. reserve the right to reject hanging signs deemed too heavy or if construction/design is deemed to be unsafe. Arrangements must be made with Hale Northeastern, Inc. regarding shipping and installation of hanging signs. No signs will be allowed on columns, pillars or in aisles.

### **15. ELECTRICAL SAFETY**

All wiring on displays or display fixtures must conform to the applicable standards established by various government agencies and standard fire inspection ordinances. All display wiring must exhibit the seal and/or such other seals of official approving agencies as may be required by Organizer.

### **16. LICENSES**

Any and all City, County, State or Federal licenses, inspections, or permits required by law of any Exhibitor in the installation or operation of the display shall be obtained by the Exhibitor at their own expense prior to the opening of GREAT KIDS EXPO.

By law, Exhibitors are required to obtain a tax and/or business license for each state in which they participate prior to exhibiting. The required license must be faxed no later than October 20, 2008 to the Organizer and presented to the Organizer immediately upon check-in.

## **17. CARE OF EXHIBIT SPACE**

The Organizer will arrange for installation and sweeping of aisle carpeting daily. The Exhibitor shall keep in good order space occupied. Exhibitor may not place anything in the aisles during open hours of GREAT KIDS EXPO. The Exhibitor assumes responsibility of returning the exhibit space to the exhibition facility in the condition in which it is found; clean undamaged, and unmarred.

## **18. GENERAL SERVICE CONTRACTOR INFORMATION**

The Organizer has selected Hale Northeastern, Inc. as the official Contractor to provide service to the Exhibitors. The Contractor will provide labor, equipment and supervision. They can be reached at 828 E. Ferry Street, Buffalo, NY 14211 – Phone (716) 896-6170 or (800) 333-4253 – Contact: Terry O'Brien. Complete information, instructions and schedule of prices regarding shipping and drayage, labor for erecting and dismantling, electrical, furniture and carpet rental, cleaning, etc., will be included in the Exhibitor Service Manual available electronically by Hale Northeastern, Inc. approximately 90 days prior to the event for advance planning. An Exhibitor service center will be maintained on the Exhibit floor to facilitate service requests from Exhibitors. Show management will provide vacuum sweeping of aisles once each night during open days. Aisles will be maintained during show hours.

## **19. EXHIBIT INSTALLATION**

A targeted move-in will begin on Friday, October 24 at 8:00 a.m. All exhibits must be completed by 8:00 p.m. on Friday, October 24.

## **20. BOOTH CONSTRUCTION GUIDELINES**

Exposed parts of the booth must be finished so, as not to be objectionable to other Exhibitors and/or the Organizer or such parts will be ordered draped by the Organizer and billed to the Exhibitor. The Organizer reserves the right to rearrange or remove displays not conforming to the outlined requirements and to bill the Exhibitor for any and all charges incurred. Electrical, pneumatic and hydraulic equipment must meet requirements of applicable electrical and safety codes.

## **21. EXHIBIT DISMANTLING**

No packing of equipment or literature, or dismantling of exhibits will be permitted prior to close of the show. All displays must be dismantled, crated, and ready for removal by 11:00 p.m. on Sunday, October 26. Any freight on show floor at 11:00 p.m. on Sunday, October 26, 2008 will automatically be forwarded to the shipper of the General Service Contractor's choice. Shipping labels and shipping bills of lading must be prepared and provided for the return of all crates, cartons, etc. Company employees must be present for the dismantling and packing of the displays until the booth area is empty.

## **22. OFFICIAL VENDORS**

The Organizer contracts with several vendors to provide Exhibitors with quality exhibition services. These vendors are closely monitored, and the Organizer will intercede if the Exhibitor questions the quality of materials or services. By signing this agreement, the Exhibitor expressly consents to receive advertising and/or promotional email messages from GREAT KIDS EXPO vendors approved by Organizer.

## **23. EXHIBITOR APPOINTED CONTRACTOR (EAC) APPROVAL**

Exhibitors may utilize the services of a company other than Hale Northeastern, Inc. to perform installation and dismantling at GREAT KIDS EXPO. Exhibitors designating an EAC must comply with the following:

- Notification must be made in writing on the Exhibitor's letterhead or by completing the Intent Form found the Exhibitor Service Manual. Notification should be sent to both Organizer and Hale Northeastern, Inc..
- Complete the Exhibitor Appointed Service Contractor form and submit, along with a General Liability Insurance Certificate, to Organizer and Champion by February 16, 2007.
- The Certificate of Liability should indicate proof of insurance with limits of not less than \$1,000,000 for bodily injury, \$1,000,000 for property damage and \$500,000 for employer's liability. In addition, such insurance shall include contractual liability and products liability coverage with combined and single limits of liability of not less than \$1,000,000. The certificate of insurance must confirm full coverage for installation, show, and dismantling days.
- The Certificate of Liability should name Lightbulb Communications/Team Lightbulb, Hale Northeastern and Dulles Expo Center as additional insured.
- The Exhibitor will manage all EAC activities and ensure that the EAC adheres to all policies, schedules, and regulations stated in the Exhibitor Service Manual.
- Workers Compensation and Occupational Disease insurance shall be in full compliance with all federal and state laws, covering all of EAC's employees engaged in the performance of any work for the exhibitor.

- All EACs must be approved and bonded to work in the Dulles Expo Center. EACs that do not meet this qualification will not be permitted on the exhibit floor.
- The EAC may not operate a service desk of any kind on the exhibit floor.
- All property of the EAC is understood to remain under its custody and control in transit to and from the confines of the exhibit hall and during GREAT KIDS EXPO.
- The EAC must comply with the local, labor agreements and practices and must not commit any acts that could lead to work stoppages, strikes or labor problems.
- The EAC must furnish Organizer with the name of the on-site supervisor(s). The on-site supervisor will be responsible for ensuring that labor has the proper work passes at all times while working in the exhibit hall.
- The EAC may NOT solicit business in the exhibit hall and must confine their work to the exhibit area of their client(s).
- The EAC is required to demonstrate professional tradeshow behavior.
- The EAC must daily obtain temporary work passes at the exhibit hall entrance to gain access to the exhibit hall.

#### **24. CIRCULATION AND SOLICITATION**

Distribution of circulars or promotional material may be made only within the booth assigned to the Exhibitor presenting such material. No firm or Organizer not assigned space at GREAT KIDS EXPO will be permitted to solicit business on the exhibition floor.

#### **25. EXHIBIT SCHEDULE**

Employees staffing Exhibitor's booth must have Exhibitor badges. The display area will be closed to GREAT KIDS EXPO attendees except during scheduled exhibition hours; however, registered Exhibitors will have access to the exhibit hall one hour before each opening. The Organizer shall have sole control over attendance policies at all times. Exhibitor personnel must be properly registered in order to staff a display and must wear (non-transferable) registration badges during move-in/out and exhibition hours.

#### **26. DELIVERY OF EQUIPMENT**

Exhibitors will be responsible for delivery of their own equipment and/or display material to the exhibition hall and for removal of equipment and/or display material. The official drayage Contractor shall control all traffic into and out of the exhibition area to minimize delays and tie-ups. The Exhibitor assumes full responsibility for the delivery of its materials to the space that is assigned for the purpose of exhibiting its product, service or materials. The Organizer assumes no responsibility for the performance of services by common carriers, express mail and delivery services, the US mail, communications supplier/services, or other such services the Exhibitor may use.

#### **27. NO FLAMMABLE MATERIALS**

Combustible decorations such as crepe paper, tissue paper, cardboard, corrugated paper shall not be used. Packaging containers, excelsior, wrapping paper are to be removed from the floor and must not be stored under tables or behind displays. Muslin, velvet, silken or other decorations must be able to withstand a flameproof test as prescribed by the ordinance of Chantilly, Virginia.

#### **28. USE OF COMPRESSED GASES**

Non-flammable Gases - Order forms will be provided upon request.

Flammable Gases - No use of flammable gases in the exhibit hall will be authorized.

#### **29. STORAGE**

Proper identification will be available at the service center on the exhibit floor and is to be attached to each piece to be placed in storage. Packaging materials such as paper and excelsior must be totally enclosed in containers.

#### **30. LABOR REGULATIONS**

The Exhibitor is cautioned that the conditions of union labor vary from city to city and from state to state and it must inform itself of the particular local conditions prevailing in regard to labor transactions at the time it engages any labor carpenter, electrician, plumber, decorator, etc. or any other person employed for the service of its booth. All work in connection with booths requiring hired labor should be referred to Hale Northeastern, Inc.. Labor expenses for each booth (other than pipe and drape and sign installation) shall be absorbed entirely by the Exhibitor.

### **31. EXHIBIT INSPECTION**

All exhibits will be subject to inspection by Organizer one hour before the opening of GREAT KIDS EXPO. Exhibitors found to be in violation of the rule and regulations or terms and conditions set forth in this Agreement will be requested to comply, or dismantle their booths.

### **32. DAMAGE TO PROPERTY**

Exhibitor is liable for any damage caused to building floors, walls, or columns, or to standard booth equipment, or to other exhibitor's property. Exhibitor may not apply paint, lacquer, adhesives, or other coating to building columns and floors or to standard booth equipment. The cost of repairing any damage caused by the Exhibitor, its employees, representatives or agents to the property of others and the Dulles Expo Center shall be responsibility of the Exhibitor. Nothing will be posted on, tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, ceiling, furniture or property of others or the Exhibition area.

### **33. INDEMNIFICATION**

The Exhibitors assume the entire responsibility and liability for losses, damages and claims arising out of injury or damages to displays, equipment and other property brought upon the convention center premises and shall indemnify and save harmless Organizer, affiliated company agents, servants and employees from any and all such loss, damage, claims, actions and suits whatsoever, together with all costs, expenses and attorney's fees in connection therewith, which shall grow out of any injury or death of persons or damage to or destruction of property, caused by or resulting from activities of Exhibitor under this License, including damage by reason of failure to provide space for his/her booth. Nothing contained herein shall restrict the rights of Organizer provided by law.

### **34. SECURITY**

The Organizer will provide general overall 24-hour access control during GREAT KIDS EXPO, including move-in and move-out; however, the Organizer is not responsible for the loss of any material by or for any cause, and urges the Exhibitor to exercise normal precautions to discourage pilferage. Exhibitors will be provided specified time periods, prior to each day's show opening and subsequent to each day's show closing, to prepare, adjust, alter, etc. their exhibit area. Only registered GREAT KIDS EXPO attendees and Exhibitors and registered guests will be authorized to enter during exhibit periods. The display area will be closed to GREAT KIDS EXPO attendees except during scheduled Exhibition hours; however, registered Exhibitors will have access to the exhibit hall two hours prior to each opening and one half hour following close of show each day. Security guards will be posted during exhibit hours. Any losses incurred by exhibitors or unruly or illegal behavior on the part of attendees or exhibitor personnel should be brought to the immediate attention of security personnel.

### **35. COMPLIANCE WITH LAW**

The Exhibitor shall comply with all applicable laws, ordinances, and regulations and shall secure the full compliance therewith from all of its employees, agents and visitors.

### **36. LIABILITY AND INSURANCE**

Exclusive Proof of Insurance. Exhibitors assume entire responsibility for, and hereby releases Organizer, the Dulles Expo Center and their members, employees, officers, directors, agents, and assigns from any and all liability resulting from, arising out of, or in any way connected with Exhibitor's booth or Exhibitor's negligence at GREAT KIDS EXPO (including, but not limited to, installation, operation, use, visitation and removal of the exhibit or use of the exhibit hall). The obligations set out in this and the preceding paragraph shall survive termination, performance and expiration of this Agreement. It shall solely be the Exhibitor's responsibility to obtain adequate insurance for Exhibitor's participation in GREAT KIDS EXPO, including but not limited to insurance covering event cancellation, event interruption, liability, personal injury, property loss, and property damage. Organizer will furnish perimeter security guards, but it is not responsible for the loss of any material, whatever the cause. Exhibitors must leave their space perimeter clean. Within sixty (60) days prior to GREAT KIDS EXPO, Exhibitors shall provide Organizer with a certificate of insurance evidencing adequate coverage. Exhibitors assume all responsibility for any damage their exhibits may cause to the Dulles Expo Center.

### **37. CHILDREN/AGE POLICY**

Due to insurance and safety limitations, no one under the age of 18 will be permitted in the exhibit hall during set up or move-out. (This includes children intended for use as a working component of your booth). No exceptions will be made, regardless of affiliation or circumstances.

### **38. DISABILITIES ACT**

All Exhibitors must comply with the Americans with Disabilities Act of 1990.

### **39. AMENDMENT TO RULES**

Any and all matters or questions not specifically covered by the preceding Rules and Regulations shall be subject solely to the decision of the Organizer. The Organizer with sufficient notice and consent of Exhibitor may amend any of the rules and regulations in this Agreement at any time, and all amendments so made shall be binding on Exhibitors equally with the foregoing rules and regulations and all other terms and conditions of this Agreement.

### **40. HOSPITALITY SUITES**

Hospitality room hours shall not conflict with conference and exhibition functions. No Exhibitor is permitted to schedule any function or hospitality room that is competitive with official conference and exhibition events.

### **41. APPLICABLE LAW AND VENUE**

This Agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of Virginia, where Organizer's executive office is located, without regard to the choice of law principles thereof. Any action or judicial proceeding instituted by either party relating to this Agreement shall be brought in the courts of Virginia, it being understood that judgments, orders, or decrees resulting from such action or proceeding may be appealed to or enforced in any competent court.

### **42. DISTRIBUTION OF FOOD & BEVERAGE**

First Class Catering is the exclusive caterer of all functions requiring food and/or beverage services held at the Dulles Expo Center. First Class Catering retains the rights to all food and beverage services and will supply the paper and plastics for these services. No outside food or beverage services may be brought into the Dulles Expo Center by Exhibitors or third party vendors. Order forms/menus will be provided in the Service Manual.

### **43. PERFORMANCE OF MUSIC**

Exhibitor acknowledges that any live or recorded performances of music by or on behalf of Exhibitor at GREAT KIDS EXPO must be licensed from the appropriate copyright owner or its agent. Exhibitor represents and warrants to Organizer that it will take full responsibility for obtaining any necessary licenses to play or perform such music and agrees to defend, indemnify and hold harmless Organizer from any damages or expenses incurred by Organizer due to Exhibitor's use or authorization of use of such music. ASCAP, BMI and SESAC are three authorized licensors that collect copyright fees on behalf of composers and publishers of music.

### **44. LOTTERIES/CONTESTS**

The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and upon prior written approval from Organizer.

### **45. PERSONNEL AND ATTIRE**

Organizer reserves the right to determine whether the character and/or attire of booth personnel is acceptable and in keeping with the best interests of other Exhibitors and GREAT KIDS EXPO. Further, Exhibitor expressly agrees that it will not, nor will its employees or representatives conduct official exhibitor functions in private rooms during business hours of the exhibition.

### **46. RESOLUTION OF DISPUTES**

In the event of a dispute or disagreement between Exhibitor and an official contractor, or between Exhibitor and a labor union or labor union representatives, or between two or more Exhibitors, all interpretations of the rules governing the exhibition, actions or decisions concerning this dispute or disagreement by Organizer intended to resolve the dispute or disagreement shall be binding on Exhibitors.

### **47. MISCELLANEOUS**

This Agreement is an irrevocable license, and the rights of the Organizer under this Agreement shall not be deemed waived except as specifically stated in writing by an authorized representative of Organizer. This Agreement will be binding on the Exhibitor's and Organizer's successors and assigns. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and the invalid term, clause or provision shall be deemed to be severed from the Agreement.