



### SHOW TERMS FOR LOS ANGELES:

Management is producing Ski Dazzle® Show™ - Los Angeles at the Los Angeles Convention Center, Los Angeles, CA on December 2, 3, & 4, 2016 (hereinafter referred to as "Exhibition"). Exhibitor desires to lease Exhibit Space from Management under the terms and conditions hereinafter set forth.

- (1) **DEFAULT BY EXHIBITOR.** The actual occupation of the space is the essence hereof; In the event the Exhibitor shall not so occupy said space at least six (6) hours prior to the official opening of the Exhibition, then and in such event Management is expressly authorized to occupy or cause to be occupied in such a manner as it may deem best for the interests of said Exhibition without any rebate or allowance whatsoever therefore to Exhibitor and without in any way releasing Exhibitor from any liability hereunder, and Exhibitor expressly agrees to pay to Management the Total Amount Due as set forth in this Contract.
  - (2) **RIGHT TO ASSIGNMENT.** Exhibitor shall not, without the prior written consent of Management, which consent may be withheld in Management's sole and absolute discretion, assign, share or sublet such space, or part thereof, including but not limited to: display signs, distribution of printed matter, product samples or sampling, souvenirs, bags, or other articles which contain or otherwise promote any product or service other than Exhibitor's. Only exhibitor's employees may be in exhibitor's booth space during show hours.
  - (3) **RIGHT TO CANCEL SHOW.** Management will not be liable for the failure to fulfill this Contract due to any causes not reasonably within the control of Management. For the purposes hereof, the phrase "causes not reasonably within the control of Management" shall include without limitation: fires, casualty, flood, epidemic, explosion or accident; blockade; embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance, strike, lockout, boycott or other labor disturbance; inability to secure sufficient labor, technical, or other personnel; failure, impairment or lack of adequate transportation facilities; inability to obtain, or condemnation, requisition or commandeering of, necessary supplies or equipment; local, state or Federal law; ordinances, rule, order, decree or regulation, whether legislative, executive or judicial, and whether constitutional or unconstitutional; or Acts of God. In the event that, for any reason other than mentioned above, the Exhibition is not held as proposed, Management upon refunding of all money received from Exhibitor, less any fees paid to Management as required herein, shall be fully released from any and all claims.
  - (4) **DATES.** If Management shall consider it inadvisable for any reason to hold said Exhibition at the time and/or the place herein provided, Management shall have the right to change the date, time and/or the place of said exhibition. Exhibitor shall be provided with written notice provided for in Paragraph (20) below.
  - (5) **TICKETS.** General admission tickets will be sold at the box office at the entrance to the Exhibition, at off-site venues and via the Internet, which shall entitle the holder to see all displays in the Exhibition area. Exhibitor hereby waives any rights to any proceeds or accounting of such tickets.
  - (6) **EXHIBITOR PASSES & BADGES.** Exhibitor passes/ badges will be issued at event following receipt by Management of Exhibitor's Booth Worker names before the deadline set by Management. Management reserves the right to limit the number of passes/ badges issued to each Exhibitor and its staff.
  - (7) **RIGHT TO LIKENESS.** Management has the right, at no cost to Management, to use the Exhibitors, Performers and Sponsors likeness in any video, newsprint, Internet web page or web broadcast, or other media to promote the Exhibition.
  - (8) **RECEIPT OF GOODS.** Goods will be received at the shipping entrance by the receiving clerk then on duty. Goods must be plainly marked and **ALL CHARGES PREPAID.**
  - (9) **OWNERSHIP OF MERCHANDISE.** Exhibitor warrants that it is the sole owner of the merchandise displayed and has the right to display such merchandise.
  - (10) **LICENSES.** Exhibitor shall procure at its own cost and expense all necessary licenses and permits for the purpose of displaying, exhibiting, and promoting its merchandise at said Exhibition. Mandatory licenses include, but are not limited to: (a) Washington State Reseller Permit - (Required if Exhibitor delivers product at Exhibition); (b) City Business License; (c) ASCAP or BMI Music licenses for copyrighted audio or video presentations incorporated or used in Exhibitor's display.
  - (11) **STORAGE SPACE.** No storage space is provided by Management for use by Exhibitor. Exhibitor must store its own packing cases, boxes and other property.
  - (12) **CHARACTER OF EXHIBIT.** (a) **TYPE OF EXHIBIT** • Management may license space for an exhibit of interest to the general public or of educational value. Management will prohibit the installation of any exhibit not meeting its approval; (b) **SPACE RESTRICTIONS** • Distribution by Exhibitor of any printed matter, souvenirs, or other articles subject to Paragraph (2) above, shall be restricted to the space occupied by Exhibitor; (c) **BOOTH SIZE** • Exhibitor contracts for and is assigned booth space(s) indicated by number(s) shown on the Application, and as depicted on the "Official Floorplan" of the Exhibition. No partitions or rails over four and one-half feet (4.5') in height will be permitted between exhibition spaces, or over eight feet (8') at the rear of the exhibition space(s), without prior written consent of Management; (d) **BOOTH FOOTPRINT** • No fixtures or hard goods may extend into public aisles or common areas without prior approval from Management; (e) **DECORATIONS** • COVERED BOOTHS, POP-UP or EZ-UP TENTS must have interior lighting and smoke alarm and consent of Management. All decorations must be constructed of fireproof materials, or be made fireproof by treatment with fireproofing liquid. Proof of such fireproofing treatment will be required by the Fire Marshall in each Exhibition location; (f) **SETTING UP EXHIBITS** • Exhibits will be set up and complete AT LEAST SIX (6) HOURS prior to the official opening of the Exhibition, and must be open and staffed during all published Exhibition hours. An Exhibitor arriving after the Exhibition opens, or not ready at Exhibition opening, may be denied Exhibitor and Staff credentials, and/or be charged double time for labor services; (g) **BOOTH CLEANING AND CARE** • The Exhibition floor not occupied by Exhibitor (hereinafter referred to as "Common Area") will be cleaned by Management. Exhibitor shall not throw refuse in or on the Common Area, or any other material which will endanger public safety or inconvenience other exhibitors. The interior of exhibit space must be put in orderly condition thirty (30) minutes before the Exhibition opens each day; (h) **OVER-THE-COUNTER SALES** • Management prohibits over-the-counter sales for immediate delivery at the Exhibition without Managements prior written consent, such consent granted when proper notification is indicated on the "Application for Exhibition Space", and signed by Management. A fee may be charged for over-the counter sales when granted by Management; (i) **SOUND / NOISE LEVEL** • Mechanical or electrical devices which produce sound or noise, must be operated so as not to prove disturbing to other exhibitors. Management reserves the right to determine acceptable sound or noise levels in all such instances. Expressly prohibited are devices that produce smoke or smoke-like substances; (j) **DISMANTLING OF EXHIBIT** • Exhibitor shall be responsible for cleaning up and dismantling the entire booth space upon the conclusion of the Exhibition. Such cleaning shall include the disposal of all materials distributed by Exhibitor and the removal of Exhibitor's personal property. Exhibitor agrees to pay Management any cost incurred by Management as a result of Exhibitor's failure to comply with this clause; (k) **REMOVAL OF GOODS** • No exhibit, or portion thereof, may be removed during the Exhibition without the prior written consent of Management, which consent may be granted only after Exhibitor files the required "Removal of Exhibit Form" with Management. If approved by Management, removal of goods must be effected through the shipping entrance only; (l) **HOURS OF OPERATION** • Exhibitor expressly agrees that all parts of its exhibit will remain intact during all published hours of the Exhibition.
- Any breach of this paragraph by Exhibitor may affect Exhibitor's participation in future exhibitions and/or Exhibitor's space priority.**
- (13) **STICKERS, BALLOONS.** All gummed or adhesive stickers, and gas-filled balloons are prohibited. If such items are found to have been used, Exhibitor may be subject to a Seven Hundred and Fifty Dollar (\$750.00) charge for removal of same from the Exhibition premises at the conclusion of Exhibition.
  - (14) **DAMAGE TO EXHIBITION SPACE OR PREMISES.** Nothing shall be nailed, screwed, stapled, taped, wired or otherwise fixed to walls, floors or ceilings of any part of the Exhibition building. All required measures for such protection of the Exhibition building shall be at Exhibitor's expense. Exhibitor shall be liable to Management for, and shall indemnify Management from, any damage caused to Management as a result of any damage, harm or injury to any real or personal property of the owner of the Exhibition building caused by an act or omission of Exhibitor or its performer or employees, guests, invitee's, contractors and suppliers in connection with the use and occupancy of the space or any other space of the Exhibition premises.
  - (15) **TERMS OF PAYMENT.** A deposit equal to one-half (1/2) of the total booth space is required with the "Application for Exhibition Space" and is due by May 15, 2016. The balance due (Final Payment) is due no later than July 31, 2016. An Exhibitor electing to cancel prior to July 31, 2016 will be charged a cancellation fee of \$850.00. After August 1, 2016 there is no refund for a booth cancellation and this Contract shall automatically terminate with any monies paid being retained by Management as liquidated damages.
  - (16) **SERVICES.** Exhibitor hereby acknowledges that certain services available to Exhibitor are sub-contracted by Management, and that Management has no control over the costs of such services which include, but are not limited to: (a) **UNION LABOR** • All Exhibition sites are union halls, and the union labor and materials rates in effect during the dates of the Exhibition are the responsibility of the Exhibitor and for its own account; (b) **UTILITY SERVICES** • Electrical power, lighting, telephone, water, or other such utility services are controlled by sub-contractors, and the rates in effect during the dates of the Exhibition are the responsibility of the Exhibitor and for its own account; (c) **OTHER DISCRETIONARY SERVICES** • Any other discretionary service such as cleaning, drayage, etc., are performed by sub-contractors and the rates in effect during the dates of the Exhibition are the responsibility of the Exhibitor and for its own account. In all instances, Exhibitor shall have no authority to incur, and will not incur any expense, cost or liability as, for, or against Management. The Exhibitor shall pay all costs and expense whatsoever in connection with its exhibit, relative to the services described herein, including moving in and moving out.
  - (17) **BOOTH ASSIGNMENTS.** Management reserves the right to change, alter or re-design the floor plan, booth numbers, assignments or location of booth(s) at Managements discretion.
  - (18) **INSURANCE AND LIABILITY.** Exhibitor must carry insurance naming Management as additional insured on a policy value of no less than one million U.S. dollars (US\$1,000,000.00) for bodily injury, property damage and/or loss sustained in any one occurrence. Management assumes no risk, and by the acceptance of this Agreement, Exhibitor expressly releases Management of and from any and all liability for any damage, theft, injury or loss to any person or goods which may arise from the use and occupation of said space by Exhibitor, and agrees to hold and save Management harmless of and from any loss or damage by reason thereof.
  - (19) **AMENDMENTS.** These rules, regulations and conditions shall bind the Exhibitor, and may be amended from time-to-time by Management.
  - (20) **NOTICES.** Except as otherwise specifically provided herein, any notices to be given hereunder shall be deemed given upon receipt of facsimile by the receiving party, to the facsimile number written on the "Application for Exhibition Space"; or notice shall be deemed given after the mailing thereof, if mailed by certified mail, postage prepaid, return receipt requested, to the address on the "Application for Exhibition Space".
  - (21) **CALIFORNIA LAW.** This Agreement shall be governed by and construed to the laws of the State of California.
  - (22) **ATTORNEY'S FEES.** If legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.
  - (23) **JURISDICTION / VENUE.** The parties agree the venue for any legal action will be in the County of Los Angeles, CA, and the parties consent to the personal jurisdiction of same.