

TERMS OF AGREEMENT

1. The Exhibitor agrees to abide by all rules and regulations adopted by **Seattle Bike & Outdoor Show (the Show)** and that the **Show** will have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the Expo.
2. The exhibitor agrees to use the space(s) provided only for the display of the products or services specified in this agreement and agrees not to sublet the space(s) unless written authorization provided by the **Show**.
3. All electrical service will be supplied by the electrical company chosen by the **Show** and will be at the Exhibitor's expense. Electrical equipment/apparatus used must be approved by the appropriate authorities prior to the expo unless such equipment or apparatus has been given certification. The exhibitor agrees to abide by any decision made by the power authority in the event of any dispute. Equipment not approved will be required to be removed from the Show.
4. The Exhibitor will hold **the Show** and the owners of the buildings and grounds harmless from any damage or liability arising from any injury or damage to said Exhibitor, his agents, servants or employees, or to the property of the said Exhibitor occurring in the buildings or grounds or the approaches and entrances thereto, except by negligence of the **Show**.
5. The Exhibitor will have the right to cancel his reservation for space up to 90 days before the opening of the Expo in which case he will forfeit the deposit payment. Should the Exhibitor cancel his reservation for space within 90 days of the Expo, he will be liable for the total amount of the payment. All cancellations must be confirmed to the **Show** in writing, and the effective date will be the date the notification is received. On notification of cancellation, the **Show** will be free to re-let the space(s).
6. In the event the exhibitor fails to remit the outstanding balance due to the **Show** for receipt 60 days prior to the opening of the Expo, he will forfeit the deposit payment and the **Show** will be free to re-let the space(s).
7. In the event the Exhibitor fails to register by the deadline established for the Expo without prior written authorization, the **Show** reserves the right to relet such space(s) and any payments received will be deemed as liquidated damages and retained.
8. In the event the Exhibitor fails to comply in any respect with the terms of this agreement, all rights of the Exhibitor hereunder will cease and terminate. Any payment made by the Exhibitor on account hereof will be retained by the **Show** as liquidated damages for breach of this contract and the **Show** may thereupon re-let the space.
9. The **Show** reserves the right to reject or prohibit exhibits or Exhibitors or to relocate exhibits or Exhibitors when in the **Show** opinion such moves are necessary to maintain the character and/or good order of the Expo. No monies will be returned to Exhibitors under these conditions.
10. The Exhibitor's property will be placed on display and exhibited at his risk and the **Show** assumes no responsibility for loss and damage thereto. The Exhibitor will assume all responsibility for loss of damage to his property due to fire, theft, flood, lightning, earthquake, explosion, or any other cause beyond the control of the **Show**.
11. All goods shipped to the Expo must be prepaid and clearly marked with the name of the Exhibitor and the number of his space. Goods must not be shipped to arrive before the scheduled move in date. The **Show** assumes no responsibility for loss or damage to good before, during or after the Expo.
12. The exhibitor agrees to have liability and property damage and insurance to limits satisfactory to the **Show** and proof of such insurance shall be available to the **Show** before the opening of the Expo. If requested, exhibitor will name the **Show** as an additional named insured and provide the appropriate insurance confirmation
13. The exhibitor agrees that no display will be dismantled or goods removed during the entire run of the Expo and the display will remain intact until the closing hour of the last day of the Expo. The Exhibitor also agrees to remove this exhibit, equipment and appurtenances from the Expo premises by the final move out time, or in the event of failure to do so, the Exhibitor agrees to pay for such additional costs as may be incurred. The removal of equipment or material from the grounds will not be allowed before move out except where accompanied by "Release Forms" provided by the **Show**.
14. In the event the building should be destroyed by fire or the elements or if any circumstances whatsoever should occur which might make it impossible for the **Show** to permit Exhibitors to occupy the premises or if the Expo is cancelled, the Exhibitor will pay for space only for the period the space was or could have been occupied by the Exhibitor, and the **Show** in no way, will be responsible for claims or damage which might arise in consequences thereof. A refund of all monies received from the Exhibitor will be made by the **Show** in the event of the Expo not being held and the **Show** will be released from any and all claims for damages or otherwise.
15. The Exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to other Exhibitor's property. The exhibitor may not apply paint, lacquer, adhesive or other coating to building columns and floors or to standard booth equipment.
16. The Exhibitor agrees to observe all union contracts and labor relation's agreements in force, agreements between the **Show** and official contractors serving the building and/or companies operating on the grounds in which the building is located. The Exhibitor will not do anything directly or indirectly with his display which may be a violation of any law, bylaw, ordinance or regulation of any governmental body or which may be in violation.
17. The Exhibitor agrees to maintain qualified personnel in the display at all times during the Expo hours. the **Show** will not assume any responsibility for losses or damages incurred from pilferage or any other causes. Exhibitors should take all possible precautions to protect their own property, including insurance if deemed necessary.