

## 2009 Big Boys Toys and More EXHIBITOR/SPONSOR RULES & REGULATIONS

The Exhibitor Application constitutes an agreement between USA Promotions, Inc. hereby known as Event Management and Quik Quarter publications. By signing the Exhibitor Application form the exhibitor agrees to the following terms and conditions:

We the undersigned hereby agree to submit an exhibitor application for the purpose of reserving space and or sponsorship in the 2007 Big Boys Toys and More show to take place June 13 - 14, 2009 at the Convention Center facilities, Lafayette, LA, subject to the terms and conditions including rules and regulations as stated. Enclosed is our 20% payment for space reservation.

Event Management reserves the right to reject any exhibit space and reserves the right to refuse any application who's company's products/goods/services is not, in the judgment of the Event Management, compatible with/or does not fit the overall objective of the events design and strategies. This includes individuals, attire, and printed material, display messages either printed or electronic. Event Management may make changes, amendments and or additions to these rules and regulations at any time without notice.

No space will be assigned until receipt of the **Exhibitors Application form with deposit or full payment**. Exhibit space is assigned on a first-come-basis. Event Management will do it's best to accommodate any specific exhibitors space based on date of received application. Event Management reserves the right to change any exhibitor's space at any time to make sure smooth traffic flow and/or maintain the events theme. All booth assignments are not final until day of event check-in. No booth will be assigned until receipt of payment in full.

No exhibitor will be permitted to be sublet any portion of their booth to another individual or business unless authorized by Management. Space is intended for the exclusive use only of the Exhibitor whose name appears on this contract. Any violation of this provision will be subject to removal from the event and forfeiture of all fees paid. Event Management reserves the right to approve all exhibitors space displays Set up will be Friday June 12, 2009 starting at **8am until 7pm** and teardown on Sunday June 14, 2009 starting at 5:15 pm until 10:00 pm. No exceptions.

NOTE: Any exhibitor tearing down their exhibit space before 5:15pm will be stopped and can receive a fine of \$500.00.

If the event is postponed, Event Management will reschedule the event at the next available date. No refund, damages of any kind, or any compensation will be issued if the event is cancelled, postponed, or abandoned due to any act beyond the control of Event Management. If the event is not held, Event Management at its option may return a portion of the amount paid for space and or sponsorship after deduction of any amounts necessary to cover expenses incurred by Event Management in connection with the show.

Event Management agrees to produce and Quik Quarter will advertise and promote the event. Exhibitor agrees to decorate space appropriately with products, goods, services and related items of Exhibitors products, goods or services. Provide full-time staffing during the show hours of the show and comply with all rules and regulations, policies, city ordinances applicable of the Cajundome Convention Center and the City of Lafayette including insurance and tax certificates.

Failure by either party to comply with this agreement because of any acts of God, fire, earthquake, acts of terror, any action taken by federal, state or local government, labor strikes, acts of war or for any reason beyond the reasonable control of such party, will not be deemed a breach of this agreement. Any changes to the event beyond Event Managements control will be notified in writing either in paper or electronic form via the web site [www.bigboystoysandmore.com](http://www.bigboystoysandmore.com)

Exhibitors will receive a limited number of exhibitor badges based on the booth size or sponsorship ordered. Badges will be available during set up at the **Event Management information booth** at the convention center during set up hours. Badges must be worn at all times including set up and tear down. Badges are the property of show management and are non-transferable. Exhibitor is responsible for ensuring badges are provided to company personnel. Badges may not be transferred. Exhibitor waives any right to claim for damages against Event Management or facility from ejection of any person/s from the show.

Event Management along with its sponsors and facility shall not be responsible for any damages, injury or death that may happen to the Exhibitor, its agents, servants, employees or property from any cause what's so ever. Event Management does not provide any form of insurance to cover exhibitors of any kind including theft, injury or lose of life. Exhibitors agree to indemnify and hold harmless Event Management, it's sponsors and facility its officers, employees, and agents from and against any and all claims, demands, actions, causes of actions, penalties, judgments, and liabilities of every kind and description including attorneys fees for injury to and or death of persons and any damage to and loss of property which are caused by exhibitors use or occupancy of the premises by Exhibitor, its' employees, representatives, servants, agents, invitees, patrons, guests, licensees or contractors. All Exhibitors must furnish Show Management with a certificate of insurance naming USA Promotions, Inc., Quik Quarter and Cajundome as additional insured. The coverage must be for General Liability with a combined single limit of \$1,000,000 and must be on an occurrence basis. If Exhibitor does not have insurance, Exhibitor agrees to sign a Hold Harmless Waiver.

Exhibitor acknowledges they have read and understand the Big Boys Toys and More show rules & regulations as stated and agree to pay all monies required with the application and also agrees all exhibitors' fees must be paid in advance no later than May 1<sup>st</sup>. 2009. No refunds what so ever for any cancellation.

Force Major and Substitute Facilities: In the event that the exhibit facility is damaged or destroyed prior to the event, or in the event of an emergency of any nature should arise during or prior to the event which would prevent or substantially hinder its scheduled opening or continued operation, Event Management may, at its option, obtain a comparable facility to hold the event, reschedule the event, or cancel the event. In such event, Event Management shall not be responsible for losses, expenses, incidental damages, consequential damages or any other damages to Sponsors/Exhibitor arising from the emergency.

Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/08/09