

POLICIES, PROCEDURES, RULES & REGULATIONS:

1. SHOW HOURS: All booth spaces must be manned and open to the public during the open show hours:

Friday, February 17	3pm – 9pm
Saturday, February 18	9am – 9pm
Sunday, February 19	9am – 7pm

2. SET-UP / RESTOCKING / VENUE ACCESS:

Set-up:

Thursday, February 16	8am – 8pm
Friday, February 17	8am – noon

Restock: With the exception of the Friday load-in time, the venue will open to vendors two (2) hours prior to the day's show opening. All vehicles must be cleared from the loading areas 30 minutes prior to the show opening.

Venue Access: For security reasons, vendors must exit the building no later than 30 minutes following the close of business each day with the exception of the last day and load-out.

3. LOAD-OUT: To maintain the integrity of the event, no vendor is allowed to close or tear down their booth prior to the event closing at 6:00pm.

Load-out Sunday, Feb 19:	6pm – Midnight
Load-out Monday, Feb 20:	8am – 12Noon

FSMG may remove any materials left or abandoned after the designated load-out times. Vendor to indemnify and hold FSMG harmless for any cost or liability for the removal of any such materials.

4. DELIVERY / STORAGE: FSMG is not responsible for any lost or stolen materials. No deliveries will be accepted more than 24 hours prior to the event load-in. Prior arrangements must be made with FSMG for any significant labor associated with the receiving and storage of any materials.

5. BOOTH / SPACE DETAIL: Each booth will contain an 8'H curtained backdrop and 3'H curtain side dividers. Two (2) show access badges per booth are included along with a listing in the show program.

6. DECORATOR SERVICES: Extra booth equipment, such as tables, chairs, carpet and signage can be rented from **Tradeshow Supply House by calling (360) 624-4498**. TSH will also be on site throughout the load-in to provide decorator services.

7. ELECTRIC SERVICES: Each booth space comes with one (1) 5 Amp power outlet. Additional power can be ordered through Hollywood Lights.

8. SIGNAGE LIMITATIONS: Vendors shall not erect signs or display products obstructing the view of, causing potential injury to, or disadvantageously affecting the display of other vendors. Vendor shall not affix to surfaces of the facility any advertisements, signs, etc. nor shall they use any adhesive-type material or tape on any portion of the facility.

9. SECURITY: The building will be secured at closing times and locked within thirty (30) minutes after closing. Security will be provided to patrol the venue after hours. Vendors are allowed in the hall outside of show hours only during the specified load-in or restocking times with an approved show badge. FSMG assumes NO responsibility for materials left in the booths. If you have anything in your display that could be carried away, it is suggested you take it with you when you leave each night.

10. PARKING: Each Vendor shall receive two (2) weekend parking passes for the show. All parking is located in the general public lots of the Event Center. There is no designated vendor

parking area. All vehicles must be clear of any loading areas 30 minutes prior to each day's opening – including the loading dock.

- a) **Extra passes:** Extra parking and admission passes can be purchased for booth employees during load-in at the Exhibition Hall lobby for **\$5 each** or **\$15 for all three days parking & \$15 for all three days admission**.
- b) **End of Show Move-out:** Vehicles will not be allowed to stage in the loading dock until at least **5:30pm** on the closing day. All doors and accesses will be opened as soon as the public has cleared the grounds after closing.
- c) **RV parking:** A limited number of RV spaces are available on a first-come, first-served basis. RV spaces are self-contained with no hook-ups. Limited power is available in some areas. Cost for overnight RV camping is **\$20 per night**. No early reservations. Passes received from the Event Center Administrative office during load-in.

11. SOUND DEVICES: No sound device (stereos, CD players, etc.) shall be allowed unless they are an integral part of the items on sale or display. Any sound devices, PA amplification or vocal pitch sales must not interfere with the activities and sales of other vendors. FSMG reserves the right to adjust volumes or eliminate completely any such item that is deemed in their sole opinion disruptive to other vendors.

12. AUTHORIZED PRODUCTS: Only those products or services specifically listed on the first page of this Agreement is allowed. Substitutions or additions must first receive expressed written authorization from FSMG prior to being presented at this event. Any unauthorized substitutions of products or services constitute a material breach of this Agreement and may result in the immediate termination of this Agreement.

13. PROHIBITED ITEMS: The following are prohibited:

- a) Helium Balloons.
- b) Sticky backed giveaway items.
- c) Pets other than certified service animals.

14. GIVEAWAYS / SAMPLING: Any sampling or giveaway of food items must be less than 1oz. in size and not interfere with the contracted concessions. Promotions such as raffles, prize drawings, lottery or other games of chance must comply with all applicable laws and regulations including the approval of the WA State Gambling Commission.

15. FIRE & SAFETY: All materials including decorations and signs utilized in the rented space must be flame retardant. Proof of such flame retardant treatment shall be made available upon request. All aspects of Vendor activities must fully comply with Fire Marshal directives concerning public safety, including, but not limited to, access, materials, electrical appliances and cords.

16. TENTS & CANOPIES: A separate permit from the Clark County Fire Marshal's office is required to erect or operate a tent having an area in excess of 200 square feet or a canopy having an area in excess of 400 square feet.

17. TELECOM: If Vendor requires phone or data lines to be provided at their booth location, Vendor is responsible to order their own phone or data lines at least 48 hours in advance of the load-in of the Event by calling the Event Center Administrative offices at (360) 397-6180. The Exhibition Hall does have free WiFi internet services throughout the hall. The following are the costs associated with phone and data lines to be dropped in the specific booth spaces:

\$140 per data line (internet access. VPN available)
\$140 analog phone line
\$100 additional analog phone lines after first order

TERMS AND CONDITIONS OF AGREEMENT

1. COMPLIANCE: Vendor assumes the sole responsibility and expense to utilize the leased space in full compliance with all applicable federal, state and local statutes, ordinances, and rules and regulations including, but not limited to, licenses, taxes and Fire Marshal regulations. Non-compliance to any rules or regulations or default in the payment of booth fees as required constitutes a material breach and may result in the termination of this Agreement and the forfeiture of the booth space rental. Vendor agrees to forego any and all claims which might arise by reason of the terms of the Agreement and Vendor shall have no recourse of any kind against FSMG.

2. ASSIGNED SPACE: No soliciting or other activities outside of assigned booth space is permitted. Vendor shall operate strictly within the limits of their assigned space, not in the aisles or common areas. The booth must be manned at all times during the open hours of the show and kept clean and presentable.

3. LABOR: Vendors are responsible for providing or arranging all necessary labor in transporting, unloading, erecting, booth show staffing, dismantling and loading of displays and all booth materials.

4. VENDOR CONDUCT: Vendor to maintain exemplary business practices at all times. For consumer protection, FSMG reserves the right to terminate this Agreement at any time for reasons of realized or perceived impropriety or in FSMG's sole opinion dubious business practices or behavior detrimental to the show by Vendor. Vendor assumes full responsibility for all persons connected with Vendor's participation in this Event including all its employees, agents, invitees and contractors.

5. DAMAGES / BUILDING RESTORATION: Vendor shall not cause or permit anything to be done to the Event Center that shall in any manner deface or alter the facilities. Vendor assumes sole and complete responsibility for any damage to the Event Center of Grounds that is done by Vendor, Vendor's staff, agents or employees. Vendor will pay to FSMG upon demand such sum as shall be necessary to restore the Event Center or Grounds to their original pre-event condition.

6. NON-GUARANTEED: FSMG makes no guarantee or warranty, express or implied, as to the profitability or potential loss to or of Vendor with regard to Vendor's participation in this event. FSMG shall not be responsible for any financial loss or other damage arising out of Vendor's use of the facility or force majeure events.

7. CANCELLATION: If this contract is canceled for any reason, the rent paid to FSMG shall be forfeit or returned as follows:

1. If Vendor cancels with written notice prior to two (2) months before the event date, FSMG will retain fifty percent (50%) of the total booth rent due to FSMG.
2. If Vendor cancels within two (2) months of the event, the entire booth rental due (including any unpaid rent) shall be retained by FSMG.
3. If the event is canceled by FSMG, Vendor shall receive a full refund of booth rental fees.

Any forfeited funds constitute liquidated damages for the direct and indirect costs incurred by FSMG. Vendor agrees FSMG's actual loss and damages for Vendor's default may be difficult to ascertain, that FSMG's collection and retention of this sum represents a reasonable estimation of its actual loss and that this provision does not constitute a penalty.

8. FORCE MAJEURE: If any casualty or unforeseen occurrence renders the fulfillment of this Agreement by FSMG impossible or impracticable, including, without limitation thereto, the requisitioning of the facility by the US Government or any instrumentality thereof, labor dispute, acts of God, riots, power failures, fire damage and any other conditions beyond control of the parties, then this Agreement shall be terminated. The Vendor hereby waives any claim for damages or compensation from FSMG on account of such termination.

9. INSURANCE: Vendor shall, at its sole cost and expense, maintain the following insurance during the period in which it participates in this Event at the Clark County Event Center, including travel and move-in and move-out days:

- d) **General Liability** insurance with bodily injury and property damage coverage of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate.
- e) **Automobile liability** insurance with bodily injury and property damage coverage of not less than \$1,000,000 for each accident.
- f) **Worker's Compensation** Insurance providing coverage for Washington statutory requirements of not less than \$500,000 for each occurrence.
- g) **Additional Insured:** The insurance required by this Agreement shall name FSMG, Clark County and the members, officers, directors, agents and employees of each entity as ADDITIONAL INSURED.

Vendor warrants that by signing this Agreement, it has complied specifically with the insurance requirements of this Agreement. The parties agree that the specified coverage of limits of insurance in no way limits the liability of the Vendor.

10. INDEMNIFICATION: Vendor agrees to indemnify and hold harmless FSMG and Clark County, including its principles, agents, officers, employees (collectively referred to herein as "FSMG") and FSMG's contractors and invitees from all claims, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by an act, omission or neglect of Vendor, including principles, agents officers, employees, invitees or contractors which occur in or around the Event Center. Vendor agrees to use and occupy the Vendor booth space at Vendor's own risk, and hereby releases FSMG and FSMG's contractors and invitees from all claims for any damage, loss or injury to persons, property or profits occurring in or about the Event Center, including, but not limited to damages, loss or injury to persons, property or profits resulting from the acts of other Vendors, theft, vandalism, fire and other casualty events or damage. Such indemnification by Vendor shall apply unless such damage or injury results from the sole negligence or willful misconduct of FSMG.

11. WA STATE DEPT OF REVENUE: All Vendors must have an open tax registration number with the Washington Department of Revenue. Vendors are required to provide their **UBI** number to FSMG as part of their contractual Agreement. Temporary permits are available free of charge by contacting the WA Dept. of Rev. at (800) 647-7706. Sales tax rate for transactions at the Clark County Event Center is **8.2%**

12. VENUE: Any action brought to enforce this Contract Shall be filed in Clark County, Washington.

13. ATTORNEY FEES: If any action is brought to enforce the terms of this Contract, the prevailing party shall be entitled to attorney fees from the losing party in an amount as may be adjudged reasonable by the court, including an appeal.

14. GOVERNING LAW AND ENFORCEABILITY: This Agreement shall be governed by and construed in accordance with Washington State Law. If any term or provision of this Agreement is determined to be void or unenforceable, the remainder of this Agreement shall remain enforceable and in effect, as if that void or unenforceable provision was not included.

15. ASSIGNMENT: FSMG may sell, assign or transfer any or all of its rights, benefits, privileges, obligations or duties under this Contract without prior notification to Vendor. Vendor may not sell or sublet their assigned space under the terms of this Agreement with FSMG.