

# FIFTH THIRD BANK CINCINNATI HOME & GARDEN SHOW®

FEBRUARY 26-27 & MARCH 2-6, 2011

(CLOSED MONDAY FEBRUARY 28 & TUESDAY MARCH 1)

## EXHIBITOR'S AGREEMENT

FOR OFFICE USE ONLY

Total Space Cost	_____
Deposit with Contract	_____
Ck. # _____ Date _____	
Balance	_____
Final Payment	_____
Ck. # _____ Date _____	
Balance	_____

To pay by credit card (Visa / MC Only) 3% service charge will apply on all charges over \$1,000.00

CC# \_\_\_\_\_ 3 Digit Sec Code \_\_\_\_\_

Exp Date \_\_\_\_\_ Amount \_\_\_\_\_ Initial \_\_\_\_\_

Please reserve for our use at the 2011 Cincinnati Home & Garden Show, to be conducted at the Duke Energy Center (the "Convention Center"), opening at 10:30 AM, Saturday, February 26, 2011 and continuing through 6:00 PM, Sunday, March 6, 2011, the space indicated on your floor plan. All exhibits to be completely installed by 5:00 PM Friday, February 25.

First Choice \_\_\_\_\_ Second Choice \_\_\_\_\_ Size of Space \_\_\_\_\_ ft. x \_\_\_\_\_ ft. = \_\_\_\_\_ sq. ft.

for which we agree to pay \$ \_\_\_\_\_ to display and/or sell **ONLY** the following products or items: \_\_\_\_\_

This Exhibitor's Agreement (the "Agreement") contains the entire agreement between the parties, and any executory agreement hereafter shall be ineffective to change, modify, discharge or, effect an abandonment, of this Agreement in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought. This Agreement is not binding unless it is signed by an official of the Cincinnati Home and Garden Show® (the "Show") or its producer, Hart Productions Inc. (The "Show Management").

Following is the correct lettering of our firm as it should appear in the Show program and on the website. **Booth signs will NOT be provided.**

**FIRM NAME:** \_\_\_\_\_ (please print)

**CITY & STATE:** \_\_\_\_\_

**THIS AGREEMENT CANNOT BE CANCELLED BY EXHIBITOR; 50% OF SPACE COST MUST ACCOMPANY THIS AGREEMENT. BALANCE MUST BE PAID ON OR BEFORE JANUARY 9, 2011. MAKE CHECKS PAYABLE IN U.S. FUNDS TO: HART PRODUCTIONS, INC. ANY AMOUNT NOT PAID IN 30 DAYS AFTER DUE DATE WILL BEAR INTEREST AT 1.5% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%.**

This Agreement is expressly subject to the terms and conditions contained on both the front and reverse sides, and such terms and conditions are made a part of this Agreement. All "in line" or linear exhibits must have an 8' high solid back wall. Side walls are not required however, if you choose to use side walls; the 8' high portion may only come out 5' from the back wall, and the 3' high portion may come out the full 10' from the back wall. All booths must have floor covering. All booths must be professional in appearance (professional portable displays are acceptable if approval is granted first by show management). Booth Approved by: \_\_\_\_\_

**Exhibitors are responsible for licensing agreements to play music via CD, tape, record, video or other mechanism. Hart Productions has no responsibility for the licensing of such music played by Exhibitors.**

In witness whereof, this Agreement is executed in duplicate by both parties, either copy of which may serve as an original, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**(Please Print or Type)**

NOTE: Upon acceptance in writing of this application by Show Management and mailing or delivery of the signed copy hereof to Exhibitor, this Agreement shall become a binding and enforceable contract between the parties.

Accepted for  
Cincinnati Home & Garden Show®  
HART PRODUCTIONS, INC. SM

By \_\_\_\_\_

Title \_\_\_\_\_

**Company Name** \_\_\_\_\_ ("Exhibitor")

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

**City** \_\_\_\_\_ **State/Province** \_\_\_\_\_

**Zip Code/Postal Code** \_\_\_\_\_

**Phone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Cell Phone** \_\_\_\_\_

**E-Mail** \_\_\_\_\_

**Website** \_\_\_\_\_

**Signature** \_\_\_\_\_

(Authorized Agent)

**Print Name** \_\_\_\_\_

**Title** \_\_\_\_\_

Please sign and return BOTH copies to the Cincinnati Home & Garden Show®, c/o Hart Productions, Inc., 2234 Bauer Road, Suite B, Batavia, Ohio 45103. Phone (513) 797-7900 Fax (513) 797-1013. One fully executed copy will be returned for your files.

## TERMS AND CONDITIONS

**PAYMENTS.** If Exhibitor fails to make either of said payments at the time set forth on the face of this contract, all rights of Exhibitor hereunder shall cease and terminate, and any payments made on account hereof prior to said time shall be retained by Show Management as liquidated damages for the breach of this Agreement.

**INSURANCE AND LIABILITY.** Exhibitor shall maintain in effect and, upon request, shall supply Show Management with certificates of insurance for comprehensive general liability insurance with combined bodily injury and property damage limits of \$500,000 each occurrence and \$1,000,000 aggregate and an umbrella liability insurance policy with limits of \$1,000,000. Neither Show Management, Convention Center, nor sponsor(s) shall be responsible for loss or damage occurring to Exhibitor's property from any cause including, without limitation, the negligence of Show Management, its agents, employees, invitees, contractors, successors and assigns. Small and valuable exhibit materials should be packed away each night. Exhibitor agrees to protect and hold harmless Show Management, Convention Center and sponsor(s) against any and all such claims for loss, injury or damage to persons or property arising out of the activities of Exhibitor, his agents, employees, invitees, licensees, or guests, and to defend Show Management, Convention Center and sponsor(s) against any and all such claims, and to reimburse and indemnify Show Management, Convention Center and sponsor(s) for any loss, damage, expense or payments suffered thereby. Exhibitor shall also maintain workers compensation insurance coverage for all employees, helpers and volunteers hired to staff said exhibit.

**TERMINATION OF CONTRACT.** This agreement may be terminated by the Show and/or Show Management at any time on the breach of any of the terms, conditions, or rules and regulations by Exhibitor, and thereupon all Exhibitor's rights hereunder shall cease and terminate, and any payments made on account hereof prior to said termination shall be retained by Show Management as liquidated damages for such breach and Show Management may thereupon resell said space. Notwithstanding anything herein to the contrary, this Agreement may be terminated with or without cause by the Show and/or Show Management prior to the actual show dates upon sixty (60) days prior written notice to Exhibitor. Notice shall be by certified or ordinary U.S. Mail, postage prepaid, to the billing address of Exhibitor on the face of this Agreement and shall be effective upon the date of post or meter mark. In the event the Show is so terminated by Show Management, Show Management shall return any payments it has collected from Exhibitor, and Exhibitor releases Show Management from further obligation under this Agreement and waives all further claims of every nature and kind, without limitation, against Show Management.

**DESTRUCTION OF PROPERTY.** In the event the premises are destroyed by fire or the elements, act of God, act of war or by any other cause, or if any circumstances of any nature or kind whatsoever including by way of example civil unrest or strikes; shall make it impossible for Show Management to permit Exhibitor to occupy the premises, Exhibitor shall pay for the space only for the period the space was or could have been occupied by Exhibitor, less reasonable deductions for overhead and expenses incurred on account of Exhibitor. Exhibitor releases the Show and Show Management from any and all claims or damages which might arise in consequences thereof. In the event that, for any reason, the Show is not held as proposed, the Exhibitor shall receive a refund of any amounts paid on exhibit space less reasonable deductions for overhead and expenses incurred on account of Exhibitor, and Exhibitor shall release the Show and Show Management from any and all claims or damages which might arise in consequence thereof.

**SUBLETTING.** Exhibitor shall not assign, delegate, sublet, donate, hypothecate or otherwise transfer this Agreement, or the space which it has reserved under this Agreement, either partially or in its entirety, or any of his duties, responsibilities, obligations or liabilities hereunder, and any such purported assignment, delegation or transfer shall be null and void without the prior written consent of the Show Management. However, if Show Management consents to an assignment, delegation, subletting, donation or other transfer of this Agreement, either partially or in its entirety, this Agreement shall be binding and inure to the benefit of the other parties, their heirs, personal representatives, successors, and assigns.

**GENERAL.** Show Management reserves the right to decline or prohibit any services, giveaways, contests or exhibits or portions thereof on the premises during the Show and to permit only such matter or conduct as shall be approved by it, in its sole discretion. Show Management reserves the right to make location space changes, with no advance notice to Exhibitor, that will, in the sole discretion of Show Management, be of benefit to the Show. This Agreement is an offer to a potential Exhibitor subject to the acceptance of Show Management. The decision of Show Management must be accepted as final in any dispute between Exhibitors or any situation not covered by this contract.

Should any term, condition or provision of this Agreement be found to be invalid or unenforceable, such finding shall in no way affect the validity or enforceability of any of the other terms, conditions and provisions hereof, and such other terms, conditions and provisions shall be valid and enforceable as if the invalid or unenforceable term(s), condition(s) or provision(s) was (were) never a part hereof.

This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio. No claim, demand, action, proceeding, litigation, arbitration, hearing, motion or lawsuit arising herefrom or with respect hereto shall be commenced or prosecuted in any jurisdiction other than the State of Ohio, Hamilton County, and any judgment, determination, finding or conclusion reached or rendered in any other jurisdiction shall be null and void between the parties hereto. Exhibitor expressly understands and agrees that the Show Management has entered into this Agreement by the representation of Exhibitor that it will abide by and be bound by the terms of this Agreement together with any reasonable rules and regulations with respect to the Show or Exhibitor which Show Management may from time to time promulgate. Exhibitor therefore agrees that, in the event of Exhibitor's breach of any term, condition, rule, regulation and/or any other covenant or restriction hereunder, money damages would not adequately and completely compensate the Show and/or Show Management.

As a result, the Show and/or Show Management shall be entitled to injunctive relief in a court of competent jurisdiction hereunder in addition to any and all other remedies provided within this Agreement or available to it at law.

The terms, conditions and provisions of this Agreement shall inure to and be binding upon the parties and their respective heirs, executors, administrators, agents, shareholders, officers, directors, successors and assigns. The failure of either party to insist upon strict performance of any of the covenants of this Agreement or to exercise any option, herein contained shall not be construed as a waiver or relinquishment for the failure of such or any other covenant or option nor shall the receipt by Show Management of payment with knowledge of any default by Exhibitor, nor shall any other action of Show Management, except a waiver expressed in writing signed by Show Management, be deemed a waiver of such default, nor shall the acceptance by Show Management of any sum of money less than the sum provided for in this Agreement after the terms hereof or absolve Exhibitor from its obligation to pay the full consideration herein provided, but the acceptance of any lesser sum than the full consideration herein stipulated shall be acceptance of the amount paid on account of the full consideration due.

Exhibitor expressly understands and agrees that by reserving the space which is the subject of this Agreement, the Show may be promoted and advertised indicating that said Exhibitor will be exhibiting at the Show. Moreover, Exhibitor expressly understands and agrees that his failure to utilize the space reserved will cause irreparable injury to the Show Management above and beyond the contract fee. Consequently, Exhibitor hereby expressly agrees to actively utilize and appropriately decorate and construct, in a manner consistent with the Show's rules and guidelines, the reserved space to display those items and products enumerated on the face of this contract.

The use of porter's, movers, or staff members of show is made available at the discretion of Exhibitor. Said exhibitor accepting those services, for loading or unloading, is at the exhibitor's own risk and show producer shall not be held liable for any resulting damage or claim.

**CARE OF SPACE.** Exhibitor shall care for and keep in good order space occupied and surrender such space at the close of the Show in the same condition as it was when taken over. If the space occupied shall be damaged by Exhibitor, employees, patrons or guests, Exhibitor shall pay such damages as are necessary to restore the space to its original condition.

**CONTESTS AND PRIZES.** All contests, registrations, and/or prize give-aways of any type whatsoever must be registered and approved by Show Management in writing at least seven (7) business days prior to the commencement of the Show. Any and all prizes and/or contest awards of any type won or registered for at the Show must be awarded to the winners within three (3) business days after the close of the Show. Prize registrations may not be sold to any company or corporation. All prize give-aways must conform to local, state and federal law and must be "FREE" to winner with no accompanying cost. "Prizes" that are given away must be a product/service or vacation that is a representative of your place of business. Show Management reserves the right to decline all registrations, contests, and give-aways.

**SECURITY.** Security will be maintained 24 hours per day to guard the buildings during the Show. However, it is understood and agreed by the parties hereto that the Show and/or Show Management are not insurers and that insurance covering personal injury and property loss or damage to any of the Exhibitor's property shall be the sole responsibility of the Exhibitor. Exhibitor expressly understands and agrees that the payments provided for under this Agreement are based solely on the value of the service and/or space as set forth herein and are unrelated to the value of the Exhibitor's property or the property of any of the others located on the Show premises. Exhibitor expressly understands and agrees that the Show and/or Show Management makes no guarantee or warranty including any implied warranty that the security provided hereunder will avert or prevent occurrences or the consequences thereof from which the security is intended to detect or avert.

**INDEMNIFICATION.** Exhibitor shall indemnify, defend and hold harmless the Show and/or the Show Management from and against all liability, losses, damages, cost and expenses (including, but not limited to, reasonable attorney's fees) incurred or suffered by the Show and/or Show Management arising from the negligence and/or intentional act of Exhibitor or any of Exhibitor's employees, agents, invitees, licensees and/or assigns.

**COMPLIANCE WITH APPLICABLE LAWS.** Exhibitor shall, at its sole cost and expense, comply with any applicable city, state and federal laws which include but are not limited to building codes, fire, public safety, health and cause the space to comply as occupied by Exhibitor pursuant to this Agreement. Exhibitor must also comply with all applicable rules of the convention center.

**EXHIBITOR SERVICES MANUAL.** Exhibitor, its employees and assigns must comply with and accept all show rules and regulations as set forth in the Exhibitor Kit as an amendment to this agreement.

**RELINQUISHMENT OF PREMISES.** Exhibitor agrees to surrender the space occupied at the end of the Show in the same condition as when it was taken over. Exhibitor acknowledges and agrees that failure to meet this requirement may result in additional charges to Exhibitor at the sole discretion of Show Management.

**INTELLECTUAL PROPERTY.** Exhibitor shall assume all costs arising from the use of patented, trademarked, franchised, copyrighted or trade secreted music, material, devices, processes or dramatic rights within Exhibitor's space. Exhibitor agrees to indemnify, defend and hold harmless Show and Show Management from any claims, or costs, including, without limitation, attorney's fees and court costs, from any and all claims arising from such use.

INITIALS

DATE