

MAINE RESTAURANT & LODGING EXPO 2012

EXPO RULES & REGULATIONS

SPACE RENTAL AND ASSIGNMENT OF LOCATION: Maine Restaurant Association ("Producer") reserves the right to refuse rental of display space to any company whose display of goods or services is not, in Producer's sole opinion, compatible with the general character and objectives of the Exposition. Whenever possible, space assignments will be made in keeping with the location preferences as requested by the Exhibitor, on a first come, first served basis after receipt of this fully completed, signed contract and required deposit. Producer reserves the exclusive right to make the final determination of all space assignments in the best interests of the Exposition.

EXHIBITORS AUTHORIZED REPRESENTATIVE: Each Exhibitor must name one person to be its representative in connection with the firm's exhibit. The representative shall be responsible for ordering additional power outlets, water, or other booth accessories required by your exhibit, keeping the exhibit neat, orderly, staffed, and open until the close of the show. For their own safety and protection, anyone younger than 18 years will not be allowed to work in an exhibit at any time with the following exceptions: An individual may be admitted provided they are accompanied by an employee of an Exhibitor who is working an exhibit, or as a volunteer authorized by the Producer to work in a given area.

WAIVER OF LIABILITY: Exhibitor shall deliver to Producer (Maine Restaurant Association) by January 27, 2012, a Certificate of Commercial Insurance covering General Liability, Commercial Automobile, Commercial Property and Workers Compensation (if required by law) Insurance, signifying paid insurance coverage for personal injuries to all persons in connection with Exhibitor's display, including transportation, preparation, exhibition, dismantling and removal, in an amount of at least \$1,000,000.00 for bodily injury and property damage combined. Each Exhibitor is responsible for the space so leased and it is the Exhibitor's sole responsibility to keep said space free from any conditions that might be dangerous to persons coming upon the premises. Producer, its sponsors, co-sponsors, or the Cumberland County Civic Center shall not be liable to the Exhibitor, its agents, employees or any other person coming into the space leased by the Exhibitor for any injury to the Exhibitor, its employees, any other person visiting the space of Exhibitor, or the property of any such persons. Exhibitor shall fully indemnify and hold harmless Producer, its sponsors, co-sponsors and the Cumberland County Civic Center from any and all liability or claims of liability whatsoever, including but not limited to claims arising from any foodborne illness, acts or omissions of Exhibitor, personal injury, damage or loss of the property of Exhibitor, their personnel, visitors or attendees.

The Producer, its sponsors, co-sponsors and the Cumberland County Civic Center will not be held responsible for the loss of or damage to any products, displays or equipment from any cause whatsoever while on the premises of, or in transit to or from the Cumberland County Civic Center.

Each Exhibitor is responsible for maintaining high sanitation standards in accordance with Local, State and Federal law. Such standards include but are not limited to the proper cleaning, care and maintenance of all equipment, and the proper preparation, serving and storage of food products used in connection with the exhibit. Each Exhibitor is responsible for its own equipment and products and must keep an attendant in its display during all hours of the show. In no event shall Producer be responsible for any loss of or damage to Exhibitor property occasioned by theft or other insurable casualty.

OPERATION OF EXHIBITS: Producer reserves the right to restrict the operation of any exhibit that, in its opinion, detracts from the general character of the show as a whole. This includes, but is not limited to, exhibits that because of noise, flashing lights, methods of operation or display of unsuitable material, are determined by Producer to be objectionable to the successful conduct of the show. Use of so-called "barkers" or pitchmen is strictly prohibited. Display construction, including decoration, will not be permitted which restricts the exhibit presentation of adjacent and cross aisle booths, especially high walls. Exhibits which include the operation of musical instruments, radios, sound projection equipment, public address systems or any noisemaking machines must be connected so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors or patrons or cause the aisles to be blocked. Operators of noisemaking exhibits must obtain prior approval of operating methods from Producer before the exhibit is set up. Exhibitor agrees to confine all selling and promotional activity including the use of mascots or characters to the space allotted by this contract and not distribute printed matter or materials of any nature in the aisles, entrances, or exits.

EXHIBITOR CHECK OUT: Each Exhibitor is responsible for disposing of its trash, grease, refuse, etc. in proper receptacles and locations as designated by the Cumberland County Civic Center. Should an Exhibitor leave garbage, grease, etc., in its booth area or any other area of the Cumberland County Civic Center or any other location where the Producer must perform extra services to clean the area, Exhibitor agrees to pay the cost of the extra services rendered and also pay for all damages to leased equipment including but not limited to: tables, chairs, table coverings, carpets, flooring, plumbing equipment, drains, traps, sewer systems, dumpsters, etc.

CANCELLATION POLICY: Cancellation of this contract by the Exhibitor prior to January 27, 2012 will result in forfeiture of deposit. Cancellation after January 27, 2012, will result in forfeiture of entire booth rental cost. Producer may cancel this Contract at any time for reasons other than those listed under "MECHANICAL FAILURE – ACTS OF GOD" at its sole option and shall return all deposits to Exhibitor.

In the event the exhibitor fails to install his display within the time limit set for move-in, or fails to pay for the space at the time specified, or fails to comply with any provisions concerning his use of display space, the Management shall have the right to possession of said space and to re-sell same or any part thereof. Exhibitors, however, remain liable for the full cost of the space.

BOOTH SET UP & TEAR DOWN: Set-up is scheduled for Tuesday, April 3, 2012, from 10:00 am until 5:00 pm. A booth set-up schedule will be sent with the Exhibitor Set-Up Kit. This schedule must be followed. Labor charges for set-up outside of assigned times will be the responsibility of Exhibitor. Attendees are admitted to the show up until 4:00 pm. The show is considered open until attendees have exited the show floor. **Tear down may begin upon the announcement from Producer staff and not before.**

SECURITY: Security personnel will be provided in the closed exhibit space on a best effort basis from 5:00 pm on Tuesday, April 3, 2012 through 8:00 am Wednesday, April 4, 2012. Exhibitors are solely responsible for their property at all times.

MECHANICAL FAILURE – ACTS OF GOD: Exhibitor expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency, failure or impairment of the roof or any water supply system, drainage system, heating system, steam system, electrical system, ventilation system, refrigeration system or other mechanical system leading to or on the Cumberland County Civic Center's premises. In the event the Cumberland County Civic Center's premises, or any part thereof, is damaged by fire or if for any other reason, including, but not limited to, strikes, lockouts, failure of utilities, acts or potential acts of terrorists or demonstrators, acts of war or God, order or directives of any governmental official, agency or authority, failure of Cumberland County Civic Center to perform any obligation or duty to or for the benefit of Show Management or the occurrence of any other event or circumstance not within the reasonable control of Show Management which in the opinion of Show Management renders fulfillment of this Exhibit Contract by Show Management impossible, Exhibitor hereby expressly waives, releases and discharges Show Management and the owner or manager of the Exhibition Hall, and their agents, from any and all demands, claims, actions and cause of action, in law or in equity, arising from any such causes.

PROMOTIONS: By providing a fax number, email address and phone number, and by signing this contract, the Exhibitor agrees to receive promotional information from Producer via fax, email, direct mail or telephone that may pertain to this or other events or programs conducted by the Producer.