

2010 TERMS AND CONDITIONS -

Johnson's Log Home & Timber Frame Shows - (866) 607-4108 - FAX (518) 618-1195

Produced by Solid WOOD Promotions, LLC

-SPECIAL NOTICE-

Any variation (s) from the following Terms & Conditions for a specific show will be spelled out in a "Special Memo" and in the "Rules and Regulations" for that show.

EXHIBIT FEE PAYMENT SCHEDULE

For contracts executed on or before **60 days out from opening show date** the following schedule applies:

- Initial 50% of the total exhibit fee due with signed agreement
- Final 50%, for a cumulative 100% of exhibit fee, due no later than **30 days from opening show date.**

-For contracts that are executed within **60 days and before 30 days out of opening show date** require the initial 50% of the total exhibit fee within five (5) days of this contract's execution. The final payment follows the schedule above.

-Contracts that are executed **within 30 days of opening show date** require 100% of the total exhibit fee within five (5) days of execution.

* Exhibitor agrees that any application accepted without a deposit pending invoice to Exhibitor shall be deemed valid and binding as if a deposit had been made. Exhibitor understands and agrees that no portion of this payment is refundable, and that, except as outlined in the paragraph titled "CANCELLATION OF PARTICIPATION BY EXHIBITOR" of the Terms and Conditions of this contract, Exhibitor is liable for the total space contracted for.

ASSIGNMENTS

Exhibitor shall not assign, sublet, transfer, or sell its rights hereunder to a third party.

BOOTH DESCRIPTION

Exhibit space is defined as 10' wide by 10' deep and shall include:

1. Pipe and Drape- 8' high back and 3' high side rails (Pipe and drape not included for islands and is the responsibility of the exhibitor)
2. (1) Std Electric
3. Aisle Carpeting
4. Company ID Sign
5. Mention in Show Program

BOOTH FEES DO NOT INCLUDE

1. Booth floor covering (required)
2. Phone/Internet hookup
4. Any other amenities not listed above

MOVE -IN/MOVE -OUT

Move-in: 20x20 and larger **AND** all those who require drive-on: 3-Day/Thursday's- 10am-5pm; 2-Day Thursday's- 10am-5pm. All others- Friday's- 8am-12pm
Move-out: Sunday's- 4/5pm-10pm and Mondays- 8am-Noon. (Please refer to your Exhibitor Service Manual for more EXACT details pertaining to Move-in and Move-out.)

BOOTH DISPLAY REGULATIONS

1. Booth design, construction and signage must be in accordance to the rules and regulations pertaining to the Exhibitor's booth type and as outlined in the Exhibitor Service Manual. 2. Exhibitor agrees that no display will be dismantled or goods removed during the term of the Show, but will remain intact until the end of the final closing hour on the last Show day. The Exhibitor also agrees to remove its display and equipment from the Show site by the final move-out day and in the event of a failure to do so, or failure to return the allocated space to the same condition as at the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by The Show Producer, Solid Wood Promotions, LLC (SWP)

FACILITY REGULATIONS

The exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Show, (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Show, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Show.

1. The Exhibitor agrees to abide by all rules and regulations set forth in the Exhibitor Service Manual. 2. The Exhibitor agrees to observe, to the extent applicable, all union contracts and labor relations agreements in force. 3. The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space. 4. The Exhibitor agrees to occupy the contracted exhibit space during Show hours and to sell, promote or advertise only the products and services described in the license agreement.

RIGHT TO OFFSET

SWP shall have the right to offset the amount of any obligation due and owing to SWP from the Exhibitor whether under this agreement or any other agreement between SWP and Exhibitor. SWP may cancel this contract in the event that Exhibitor is past due on any amounts due to sponsor for any reason.

CANCELLATION OF PARTICIPATION BY EXHIBITOR

All exhibitor participation cancellations must be received by SWP, in writing via certified mail (return receipt requested). The date of cancellation shall be the date that SWP received the written cancellation. If SWP does not receive any notice of cancellation, in writing via certified mail (return receipt requested), the Exhibitor will be liable for 100% of the exhibitor cancellation fee. Both the Exhibitor and SWP acknowledge that, in the event of cancellation, SWP will sustain substantial monetary losses that cannot precisely be determined. Due to the difficulty of determining and detailing said losses, the Exhibitor agrees to pay the following as liquidated damages (and not a penalty) if Exhibitor cancels its participation. If written notice of participation cancellation is received by SWP prior to 60 days of the show opening date, Exhibitor agrees to pay a cancellation fee of 25% of the total exhibition fee. If written notice of cancellation is received within 60 days and before 30 days of the opening show date, exhibitor agrees to pay a cancellation fee of 50% of the total exhibition fee. If written notice of cancellation is received on or after 30 days of the show opening date, Exhibitor will be liable for 100% of the total exhibition fee. All cancellation fee (s) are payable immediately upon cancellation. The above cancellation fee (s) terms shall apply regardless of the execution date of this Contract.

EXHIBITOR BREACH

SWP reserves the right to cancel the Exhibitor's participation if the Exhibitor breaches any of its obligations or does not comply with the terms and conditions of this Contract. Should SWP cancel the Exhibitor as per this section, the Exhibitor will have been deemed to have canceled its own participation and thus be subject to cancellation fees as stated in the Paragraph above.

HOLD HARMLESS /INDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless SWP and the facility, their respective officers, directors, agents, representatives and employees, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (i) its occupancy of the exhibit space and/or its environs, (ii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, (iii) personal injuries, death, property damages or any other damage sustained by the Exhibitor, SWP, the facility, Show sponsors or a visitor to the Show and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law and, (iiii) charges arising from or as a result of any unauthorized use of any Work by exhibitor, its agents representatives, employees and those for whom the Exhibitor is responsible in law.

LIABILITY AND INSURANCE

a) The Exhibitor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to SWP for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name SWP as loss insured and insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence. Proof of coverage is required.

b) The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs.

c) Neither SWP nor the facility will assume liability for loss for damage, through any cause, or equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

FORCE MAJEURE

In the event that (i) the facility in which the Show is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) SWP is unable to permit the Exhibitor to occupy the facility or the space, or (iii) if the Show is cancelled or curtailed, for any reasons beyond the control of SWP, including but not limited to casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott, SWP will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer.

MISCELLANEOUS

1) This Contract is irrevocable, and the rights of SWP under this Contract shall not be deemed waived except as specifically stated in writing by an authorized representative of SWP. The Exhibitor further agrees that upon acceptance of this agreement by SWP with or without appropriate or timely payment of any and all fees, this agreement shall become binding and enforceable in accordance with its terms. This Contract will be binding on the Exhibitor's and SWP's successors. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and the invalid term, clause or provision shall be deemed to be severed from the Agreement. 2) Consent to Jurisdiction and Venue: Exhibitor and Show Producer agree that any legal or equitable action for claims, debts or obligations arising out of or to enforce any terms of this Agreement may be brought by Show Producer in the Supreme Court of Warren County, New York, and that this Court shall have personal jurisdiction over the parties and venue of the action shall be appropriate in this Court. 3) Choice of Law: This Agreement shall be governed by and construed in accordance with the Laws of the State of New York. 4) No alteration or variations of the terms of this license agreement shall be valid unless made in writing and signed by each of the parties hereto. 2) Exhibitors are responsible for making their space accessible in accordance with the Americans with Disabilities Act (ADA).



October 15-17, 2010

Kentucky Expo Center- Louisville, KY

Booth Sales: Joe Varda

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Produced by:

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