

MAUI WEDDING EXPO 2019

Exhibitor Agreement - Terms & Conditions

EVERY PARTICIPATING EXHIBITOR MUST BE A MEMBER OF THE MAUI WEDDING ASSOCIATION, if not an existing member, exhibitor must sign up as a new member before being accepted into the Maui Wedding Expo.

BOOTH PAYMENTS: Expo booth reservations require full payment. Verbal and signed commitments are not recognized as sold booths until full payment has been made. Exhibitor booth numbers are not held, promised, or confirmed until full payment has been made. Booth payments are non-refundable.

SET UP/BREAKDOWN: Exhibitors may enter show facility for the purpose of exhibit setup as outlined in this exhibitor contract. Exhibitors must use authorized loading areas and remove vehicles from loading area and must follow the loading schedule. Set up must be completed no later than 30 minutes prior to show start time. Should exhibitor fail to occupy its space during the scheduled set up period, Maui Wedding Expo shall have the right to take possession of said space without liability for a refund of exhibitor fees. Exhibits may not be dismantled before the show has closed. In the event exhibitor violates this provision, exhibitor shall: (a) forfeit its rights to the list of show attendees (b) be precluded from participation of future shows. Exhibits must be removed no later than 4 hours after show end time. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the show before conclusion of breakdown period. The use of porters, if available, to assist loading and unloading is at exhibitor's own risk, and Maui Wedding Expo shall not be liable for any resulting in loss or damage claims.

LIMITATIONS ON DISTRIBUTION OF PROMOTIONAL MATERIALS AND SHARING OF BOOTHS: Exhibitors will be permitted to demonstrate products and/or services, solicit orders, and distribute advertising materials (including, but not limited to, signs, literature, samples, or business cards) only from their assigned exhibit space and only for products and/or services which are provided in the exhibitor's normal operation of business. Distribution or display of advertising materials from non-exhibitors, and distribution of advertising materials in aisles, registration areas, lounges, seating areas, or grounds of show facility is prohibited. Maui Wedding Expo reserves the right, at its sole discretion, to determine if a breach of this clause exists. Sharing of booths is permitted, exhibitors must sign up businesses together on the exhibitor sign up form at the time of original booking, both must be members. Exhibitors must not promote another business in their booth without signing up to share the booth in advance.

PUBLICITY/USE OF PHOTOS OR VIDEO: Exhibitor agrees that Maui Wedding Expo may list the exhibitor in show promotional materials and use photography and/or video taken at the show for publicity purposes without compensation to or express permission of exhibitor.

EXHIBIT RESTRICTIONS/SAFETY ISSUES: All displays erected for the show must be free standing and may not exceed the boundaries of exhibit space. Exhibitors are prohibited from attaching anything to walls, columns, windows, or fixtures of show facility. Exhibitors shall leave space occupied by them in the same condition as at the time when first occupied. Maui Wedding Expo reserves the right to restrict displays which, because of noise or method of operation, interfere with other exhibitors, and to prohibit or remove such displays and/or personnel which in the opinion of Maui Wedding Expo become objectionable and/or detract from the character or appearance of the show. The use of audio and/or video equipment is an exception to the rule, not a right, and show management reserves the right to determine at what point audio and/or video constitutes interference with others and must be discontinued. Exhibitor is charged with having knowledge of and compliance with all laws, ordinances, and regulations pertaining to licensing, health, fire prevention, copyright, and Americans Disability Act. Exhibit materials, decorations, and display items must be fire safe. If an exhibit does not comply with these regulations, or otherwise presents a hazard or danger, Maui Wedding Expo may remove the exhibit with no liability for refund of exhibit fees.

EVENT DATES AND ATTENDANCE: Exhibitor understands and agrees that Maui Wedding Expo makes no guarantees regarding weather conditions or attendance at the event. If Maui Wedding Expo is prevented from producing the event herein by reason of any act of God, fire, flood, public disaster, act of terror, or any other cause or reason either within or beyond the control of Maui Wedding Expo, such condition shall be deemed a valid excuse for delay or cancellation of the event. Maui Wedding Expo reserves the right that the event may be rescheduled for another date and/or location chosen by Maui Wedding Expo.

LIABILITY AND INDEMNIFICATION: Reasonable precautions will be taken by Maui Wedding Expo to protect persons and property during the show; neither Maui Wedding Expo show facility, nor representatives of any of the same, shall be responsible for the personal safety of the exhibitor or its representatives from injury, nor for the safety of the property of the exhibitor from theft or damage. Exhibitor waives all claims of every kind against Maui Wedding Expo, Hawaii Maui Wedding Association, show facility, and representatives of the same including without limitation, all claims for damages based on personal property damage, destruction, loss or theft, personal injury or death, and any other act or failure to act of Maui Wedding Expo. Exhibitor agrees to indemnify and hold Maui Wedding Expo, Hawaii Maui Wedding Association and its agents harmless from all claims, expenses, damages, costs, and attorney's fees, by exhibitor, exhibitor's agents, employees, contractors, or by any other person, arising out of any act or omission in any way related to exhibitor's participation in the show, whether negligent or not.

LIABILITY FOR DISTRIBUTION OF EDIBLE ITEMS: Distribution of food, cake, drink, or other ingestible items is subject to approval by Maui Wedding Expo and subject to any rules or restrictions set forth by the show facility. Exhibitors who distribute ingestible items agree to assume all liability, and indemnify and hold harmless Maui Wedding Expo, Hawaii Maui Wedding Association, show facility, and representatives of the same, for damage or injury, which might ensue by reason of such distribution, and (upon request) must provide proof of liability insurance with limits of not less than \$300,000. Open flame or fire is NOT permitted on the premises. Please inquire with the Director for these conditions.

DISTRIBUTION OF ALCOHOLIC BEVERAGES: Exhibitor shall not be permitted to distribute through sale or gift any alcoholic beverage to any person present the show without the written permission of Maui Wedding Expo. Any distribution through sale or gift by an exhibitor without the express written consent of Maui Wedding Expo will result in immediate removal from the event.

CONTESTS/GIVEAWAYS/DRAWINGS: Any exhibitor planning to participate in give away or prize drawing done on the day of the show by Maui Wedding Expo, must make application and submit their certificate(s) or product(s) to Maui Wedding Expo no later than 10 days before the event. The exhibitor understands and agrees that Maui Wedding Expo may make reference, mention, and website inclusion of the winners first full name and last name initial, city of residency, and prize won for promotional purposes. If exhibitor decides to do their own give away within their exhibiting space, the exhibitor is responsible to award or contact the winner by the end of the show day. Any exhibitor who fails to complete the obligation of granting or rewarding their contest winner will result in disqualification of show participation for the following year.

PAYMENT TERMS/CANCELLATION POLICIES: Exhibitor shall not be permitted to bring any equipment or display any material into the show without prior full payment. If payments are not made in accordance with the due dates specified in this agreement, Maui Wedding Expo may terminate this agreement and reassign space to another exhibitor. All payments must be made by September 25, 2019. Exhibitor may request to cancel exhibitor participation up to 60 days prior to event date and shall be refunded all payments made. Participation may not be canceled less than 60 days prior to event date. In the event of cancellation within 60 days prior to event, Maui Wedding Expo will withhold all and any payments made. Exhibitor shall pay a fee of \$40.00 if any check presented for payment is returned by the bank. In the event of breach of this agreement by Exhibitor, Maui Wedding Expo reserves the right to cancel the agreement without liability for a refund of fees paid. The exhibitor is considered to be in breach of this agreement if the exhibitor (1) transfers or attempts to transfer exhibit space to another party; (2) files for bankruptcy or is declared bankrupt, (3) fails to fully comply with the terms and conditions of this agreement. Maui Wedding Expo reserves the right to cancel this exhibitor agreement for any reason by giving 15 days written notice to the exhibitor. In the event Maui

Wedding Expo cancels this agreement, the liability of Maui Wedding Expo shall be limited to a return of any amounts paid by exhibitor without interest or penalty, only if exhibitor is not in breach of this contract.

REGISTERED LIST: The Lead List is established for Maui Wedding Expo advertisers/exhibitors. Upon signing this agreement, exhibitor recognizes that the ATTENDEE LEAD LIST is the exclusive property Maui Wedding Expo and is provided for the sole use of the advertiser/exhibitor to use only as a direct service provider. It is further understood and agreed that the advertiser/exhibitor shall not under any circumstances lend out, sell, reproduce, exchange, copy, or share in any unauthorized way the information provided in the ATTENDEE LEAD LIST. If this information is used or threatened to be used in an unauthorized manner, Maui Wedding Expo shall be entitled to seek relief in any court or competent jurisdiction, including but not limited to injunctive relief, actual and punitive damages, reasonable attorney's fees, costs, and any and all other expenses.

Advertiser/exhibitor agrees that exhibitor will not use the list or permit the list to be used to promote any other bridal or weddings related show, expo or event, including your participation in such an event.

CHANGES AND MODIFICATIONS: The promotional and instructional information provided by Maui Wedding Expo to exhibitor is accurate as of its publication; however, Maui Wedding Expo reserves the right to change or modify details of the show without notice. Maui Wedding Expo may issue additional rules, as it deems necessary for the orderly presentation of the show. Any rule may be amended at any time by show management provided that such amendment shall not substantially diminish the rights or increase the liability to the exhibitor. This agreement shall represent the entire agreement between exhibitor and Maui Wedding Expo. Maui Wedding Expo shall not be bound by any representation or understanding not expressly set forth in this agreement. No provision of this agreement shall be modified except by the written mutual consent of the parties.

SEVERABILITY: If any clause of this agreement is found to be invalid or unenforceable, the remainder agreement shall continue in full force and effect without regard to the invalidated clause.