

# *Home Machine* Quilting Show 2005

## Terms & Conditions

HMQS

April 21-23, 2005

Exhibitor move-in will be on April 20  
South Towne Exposition Center  
Salt Lake City, Utah

The premier consumer exhibition and hands-on  
educational conference for all machine quilters.

### Terms and Conditions of Exhibiting (page 1 of 6)

**Description of Booths:** Exhibits shall not obstruct view or hinder the visual access of others. No neon or illuminated signs or exposed lighting will be permitted within exhibit areas unless special permission is first obtained from Organizer in writing. Organizer shall approve all signs, banners or similar advertising. Organizer may remove any sign, banner or advertising not expressly approved. All exhibits must conform to the Guidelines for Display Rules and Regulations, 2005 published by the International Association of Exhibition Management. Organizer reserves the right to prohibit installation of unapproved nonconforming exhibits. Exhibitors will not be entitled to a refund for any particular exhibit due to the Exhibitor's failure to comply with these regulations.

**Fire, Safety and Health:** All decoration materials must be FIREPROOF and conform to City Fire Department requirements. No fireworks, open flames, liquefied petroleum gas or flammable liquids are allowed. The use of crepe paper or similar materials is forbidden. Exhibitor assumes full responsibility for its compliance with local city, state and federal ordinances, laws and regulations respecting fire, safety, health and regulations of the Exhibit Hall and Organizer.

**Union Labor:** Local unions make rules and regulations for union labor and these regulations may be changed at any time. Where unions are required because of building or contractor requirements, it will be necessary for the Exhibitor to comply with the regulations. All service contractors employ appropriate union personnel.

**Official Contractors:** Official contractors will be designated by Organizer to perform services such as the rental of furniture, drayage, erection of exhibits, electrical work, telephones, labor, food service and other services. Exhibitors must contract for such services with the official contractor unless Organizer has given prior written approval. The purpose of this regulation is to ensure a high quality of service and efficient operation. Organizer assumes no responsibility or liability for any of the foregoing services performed or materials delivered.

**Shipping Instructions:** Specific shipping instructions will be included in the exhibitor's manual. It is imperative that materials be shipped in accordance with the instructions contained in the Exhibitor's manual.

**Care of Exhibit Hall & Equipment:** No signs or advertising are to be affixed to any of the walls, columns, doors, etc. of the Exhibit Hall. Tape or any other material used in exhibit booths or for layout purposes must be removed from the floors at the conclusion of the exhibition. Nothing shall be hung from or affixed to any sprinkler heads, piping, lighting fixtures or speakers. If said premises or any portion of said building, booths or equipment in booths becomes damaged during the term of the booth rental lease, by the act, default or negligence of Exhibitor, its agents or employees, Exhibitor will pay to Organizer, upon demand, such sum as shall be necessary to restore said premises and equipment to their present condition.

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**Moving Pictures, Sound Devices and Lighting:** Operation of videos, movies, loudspeakers and other sound devices will be permitted if tuned to conversational levels and if not objectionable to neighboring exhibitors. Organizer reserves the right in its sole discretion and without limitation to restrict the use of light, noise, musical instruments and theatrical acts. The playing of copyrighted music is subject to the rules of ASCAP and BMI licensing authorities.

**Dismantling:** In the event that several portions of said premises are not vacated by Exhibitor at the end of the term for which said portions of said premises are respectively leased to Exhibitor, Organizer is hereby authorized to remove from said premises, at the expense of the Exhibitor, all persons, goods, wares, merchandise, exhibits and property of any and all kinds and descriptions which may be then occupying the portions of said premises on which the rent has expired, and Organizer shall not be liable for any damages or loss to such goods, wares, merchandise, exhibits or other property which may be sustained either by reason of such removal or the place to which it may be removed and Organizer is hereby expressly released from any and all claims for damages of whatever kind and Organizer may store said property in a public warehouse at the cost of the Exhibitor. Exhibitor agrees to pay any loss or damage sustained by Organizer in the event Exhibitor fails to vacate and deliver up possession at the time required by this agreement including any loss or damage by reason of the inability of Organizer to deliver possession of the premises to the next succeeding tenant.

**Removal of Goods:** No exhibit or any portion of any exhibit shall be removed by Exhibitor or at the request of Exhibitor from the exhibition area during the period of the exhibition without the express written consent of Organizer.

**Maintenance:** Organizer will provide all necessary janitorial service for all aisles and other areas used by the public. Exhibitor shall at his own cost and expense keep exhibit space neat, clean and properly arranged. The exhibition area will be open one hour prior to the official public opening to permit exhibitors to prepare their exhibit space. Entrance will be permitted only on display of special Exhibitor's badge.

**Food Service:** Exhibitor shall not serve or cause to have served foods and/or beverages in the leased areas except with prior written approval of Organizer. When approved food and/or beverages are served, their distribution must be made (1) in a manner consistent with contract of Organizer and its vendors, and (2) pursuant to reasonable rules and regulations prescribed by Organizer and pursuant to provisions of Exhibit Hall.

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**Exhibitor's Personnel and Others:** All activities of Exhibitor, its agents, employees and representatives shall be strictly confined to the space allotted the Exhibitor. The following activities by Exhibitor, its agents, employees and representatives are prohibited: (1) solicitation of prospective customers in a tone of voice louder than ordinary speaking voice. (2) Giving gifts or souvenirs upon which any noise can be produced. (3) Use of any sound producing or sound amplification devices without the express, prior written consent of Organizer. (4) Helium balloons or any other devices that may lodge in interior superstructure of the Exhibit hall. Undignified methods of attracting attention will not be permitted. Other personnel including demonstrators, hostesses and models are required to be fully clothed at all times. Organizer reserves the right to prohibit an exhibit or part of an exhibit that, in its sole judgment, may detract from the character of the exhibition. This restriction extends, without limitation, to persons, things, conduct, printed matter, advertising souvenirs, emblems, restrictions on children, and any show matter which affect the exhibition. Exhibits rejected on those grounds will not entitle an Exhibitor to a refund. Organizer shall have the right to use Exhibitor's company name and logo in promotion of the exhibition.

**Assignment of Space:** Exhibit space is assigned on a first come, first served basis as of the date of receipt of application and/or payment. Priority for space selection will be given to all Gold, Silver and Bronze sponsors. However, Organizer in its sole and absolute discretion reserves the right, privilege and prerogative to re-assign an exhibitor to other space without penalty should Organizer deem it in the best interest of the exhibition. If assignment is to a smaller or less expensive space, Exhibitor will be refunded or credited the difference in cost. If reassignment is to a larger or more expensive space there will be no charge to the Exhibitor provided that Organizer instituted the move. No firm or organization not assigned exhibit space will be permitted to solicit business within the exhibit area.

**Unoccupied Space:** Organizer Reserves the right, should any of Exhibitor's space remain unoccupied 30 minutes or less prior to show opening or should any space be forfeited due to breach of the terms of this contract, to rent said space to any other exhibitor or use said space in any other manner. This provision shall not be construed as affecting the obligation of Exhibitor to pay the full amount specified in his contract for space rental or in any way give Exhibitor a right to sell off.

**Subletting of Space:** Exhibitor shall not have the right to assign or grant to any other party the right to use the space to be utilized by Exhibitor or any part thereof, or to assign or grant any of the rights or privileges of Exhibitor contained in this agreement without the prior written consent of Organizer.

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**Cancellation by Organizer:** In the event that the premises leased hereunder or any portion thereof are not available for occupancy upon commencement or during the term of the exhibit space lease due to fire, casualty, acts of god, strikes, national emergency or other cause beyond the control of Organizer, this lease and the obligations of Organizer and Exhibitor hereunder shall be terminated, and Exhibitor hereby waives any claim against Organizer for damage by reason of such termination, provided, however, that any unnamed portion of the rent due hereunder shall abate, or if previously paid shall be promptly refunded by Organizer to Exhibitor.

**Security:** Organizer will provide security service for the exhibition and will exercise reasonable precautions for the protection of the property of the Exhibitor. However, the supplying of such service will not be an assumption of any liability of any kind by Organizer, and the Exhibitor hereby releases Organizer for any such liability of any loss or damage to the property of Exhibitor.

**Liability and Indemnification:** Exhibitor agrees that it will indemnify and hold and save whole and harmless of form and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against Organizer on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, and out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or any person entering upon the premises leased hereunder with the expressed or implied invitation or permission of Exhibitor, or when such damage is the result, proximate or remote, of the violation by the Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the premises leased hereunder. Such indemnification of Organizer by Exhibitor shall be effective unless such damage or injury may result from the sole negligence or gross negligence or willful misconduct of Organizer. Exhibitor covenants and agrees that in case Organizer is made a party to any litigation commenced by or against Exhibitor or relating to this lease or the premises leased hereunder, then Exhibitor will pay all costs and expenses including reasonable attorney's fees and court costs incurred by or imposed upon Organizer by virtue of any such litigation.

**Insurance:** Exhibitors are advised to obtain insurance to cover exhibit material against damage and loss, and public liability insurance against injury to the person and property of others at their own cost and expense. Organizer assumes no risk and by the acceptance of this agreement, Exhibitor expressly releases Organizer of and from any and all liability for any damage, injury or loss to any person or goods which may arise from the rental and occupation of said space by Exhibitor, and to agree to hold and save Organizer harmless from any loss or damage by reason thereof.

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**Property Damage:** Neither Organizer nor Exhibitor shall be responsible for any loss of or damage to property of the other party, including but not limited to, loss or damage occasioned by theft, fire, smoke, acts of god, public enemy, riot, civil commotion or other insurable casualty, and Organizer and Exhibitor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. Accordingly, it will be the responsibility of Organizer and Exhibitor, respectively to secure its own insurance or otherwise protect itself and its property against such loss or damage.

**Subrogation:** Each party hereto hereby waives any and every claim which arises in its favor and against the other party hereto during the term of this lease or any extension or renewal thereof for any loss of, or damage to, any of its property which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recovered under said insurance policies. Said waivers will be in addition to, and not in limitation or derogation of, any other waiver or release with respect to any loss or damage to property of the parties hereof in as much as the above mutual waivers will preclude the assignment of aforesaid claim by way of such subrogation (or otherwise) to an insurance company for any other person, each party hereof hereby agrees immediately to give to each insurance company which has issued its policies of fire and extended coverage insurance written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary to prevent invalidation of said insurance coverage by reason of said waivers.

**Binding Effect:** No alterations or variations to the terms of this agreement shall be valid unless made in writing and signed by all of the parties hereof. No oral understanding or agreements not incorporated in this agreement shall be binding on the parties. The terms of this contract shall be binding upon and inure to the benefit of Organizer and Exhibitor, their respective heirs, representatives, executors, administrators, successors and assigns. Failure of Organizer to discover or insist in any one or more instances upon the strict observation or performance of any of the terms or conditions of this agreement shall not be deemed to constitute a waiver by Organizer of the observation or enforcement of those or any other terms or conditions thereof.

**Captions:** The captions herein contained are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this contract or in any way affect the terms hereof.

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**General Information:** These regulations made by Organizer and all amendments that may be so made will be binding upon Exhibitor regardless of the date of submission of the exhibiting contract. Any matters which are not specifically enumerated in these regulations and which may materially affect the operation of the exhibition will be subject to the discretion of Organizer. The interpretation of the regulations shall be solely Organizer's and all decisions will be final. These rules, regulations and conditions have been drawn for the purpose and intention of providing a well-balanced, well-regulated, attractive and successful exhibition, in an effort to provide the greatest good to the greatest number.

**Attorney's Fees:** In the event that Exhibitor does not comply with the terms and conditions of this contract including non-payment of booth space rental fees, Organizer is entitled to take legal action to enforce this agreement and recover all legal expenses and monies due from Exhibitor.

**Cancellation/Refund Policy:** No refunds will be given.

**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah and the venue for any legal action regarding this contract shall be Salt Lake County, Utah.