

# 2012 Halloween and Party Expo General Information, Rules and Regulations

The term "Event" means Halloween and Party Expo, currently scheduled to be held on January 28-31, 2012 (the "Event Dates") at the George R. Brown Convention Center in Houston, Texas (the "Exhibit Facility"). The Event is owned, produced and managed by H&P Expo, LLC, referred to as H&P Expo. As used hereinafter, the term "Organizer" means, collectively, H&P Expo, and each of its/their respective officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by H&P Expo in the manner stated below and each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable.

## Contract Acceptance

This contract will become binding and effective only when it has been signed and accepted by Exhibitor (as evidenced by signature, making a deposit as provided in this contract or by exhibiting at the event) and signed by a duly authorized representative of H&P Expo.

## Assumption of Risks, Releases

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility will be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

## Indemnification

Exhibitor will indemnify, defend (with legal counsel satisfactory to H&P Expo), and hold Organizer and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

Exhibitor does not have to indemnify Organizer under (f) or (g), above, if Organizer's negligent or intentional act causes Exhibitor's loss or injury. Also, Exhibitor does not have to indemnify the Exhibit Facility under (f) or (g), above, if the Exhibit Facility's negligent or intentional act causes Exhibitor's loss or injury.

## Limitation of Liability

Under no circumstance will Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event will Organizer's maximum liability under any circumstance exceed the amount actually paid to H&P Expo by Exhibitor for exhibit space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

## Qualifications of Exhibitor

H&P Expo, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms who supply product and services to the Halloween or party industries. Applicants who have not previously exhibited at the Event may be required to submit a description of the nature of their business and the items to be exhibited. H&P Expo reserves the right to restrict or remove any exhibit which H&P Expo, in its sole discretion, believes is objectionable or inappropriate.

## Assignment of Space

H&P Expo reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event if H&P Expo in its sole discretion determines that to do so is in the best interest of the Event.

## Booth Payment Schedule - Cancellation Fees

An initial deposit must be received in order to validate booth reservation. To reserve Booth space on or after Oct. 1, 2011, Exhibitor must pay in full. Cancellation of exhibit space by Exhibitor must be in writing via certified mail (return receipt requested). Cancellation policy: If Exhibitor cancels between the date it signs the contract and May 1, 2011, it will owe H&P Expo 25% of the booth fee, but H&P Expo will refund any payments that Exhibitor made over that 25%; if Exhibitor cancels from May 1, 2011 to July 1, 2011, it will owe H&P Expo 50% of the booth fee, but H&P Expo will refund any payments that Exhibitor made over that 50%; if Exhibitor cancels after July 1, 2011, it will owe H&P Expo 100% of the booth fee and will not receive any refunds. If Exhibitor fails to make a payment required by this contract in a timely manner, H&P Expo may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund monies previously paid. H&P Expo reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to H&P Expo. H&P Expo reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original space and purchase of new booth space. Exhibitor may be required to move to a new location if it requests downsizing of space.

## Contract Assignability

H&P Expo may assign any or all obligations, rights, title and interests in this contract, including any sums of money due or which become due under this contract. The assignee will have all rights to enforce any provision of this contract assigned to them, including the right to collect any sums due under this contract.

## Cancellation by H&P Expo

If Exhibitor fails to make a payment required by this contract in a timely manner, H&P Expo may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund monies previously paid. H&P Expo reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to H&P Expo. H&P Expo is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. H&P Expo may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract, without any obligation on H&P Expo's part to refund any payments previously made and without releasing Exhibitor from any liability arising as a result of or in connection with such breach. If H&P Expo removes or restricts an exhibit, which H&P Expo considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

## Cancellation of the Event

If H&P Expo cancels the Event due to circumstances beyond the reasonable control of H&P Expo (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), H&P Expo will refund to each Exhibitor its exhibit space rental payment previously paid in full satisfaction of all liabilities of Organizer to Exhibitor.

## Exhibit Space Occupancy

Hours and dates for installing, occupying and dismantling exhibits will be those specified by H&P Expo. If Exhibitor fails to install its display in its assigned space by 6:00 p.m. the day before the Show opens or leaves its space unattended during the Exhibit hours, H&P Expo will have the right to take possession of the space and no refund will be due to Exhibitor. All exhibits must be open for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by H&P Expo.

## Listing and Promotional Materials

By exhibiting at the Event, Exhibitor grants to H&P Expo a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in H&P Expo promotional materials. H&P Expo will not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials.

## Care of Exhibit Facility

Exhibitor will promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

## Taxes and Licenses

Exhibitor will be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor will be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, royalties, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event.

## Insurance

Exhibitor will, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below. All such insurance will be primary of any other valid and collectible insurance of Exhibitor and will be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph.

Workers' Compensation insurance; Comprehensive General Liability insurance, combined single limit for bodily injury or property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); Automobile Liability insurance with limits not less than \$500,000 for each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

## Comprehensive General Liability and Automobile Liability Insurance

Policies will name as additional insureds H&P Expo, LLC and each of its subsidiaries. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to H&P Expo, will be furnished to H&P Expo sixty (60) days before the first day of the Event. Certified copies of the Certificate of Insurance of policies will provide that they may not be cancelled without thirty (30) days advance written notice to H&P Expo.

## Copyrighted Materials

Exhibitor will not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

## Observance of Laws

Exhibitor will abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor will construct its exhibits to comply with the Americans with Disabilities Act.

## Additional Terms and Conditions

H&P Expo has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor will be deemed fully earned and non-refundable at the time of payment. Exhibitor will conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, H&P Expo in its sole judgment may refuse to allow any Exhibitor who violates or fails to abide by the contract, and any of the accompanying rules and regulations, to participate in future events. Any amendment to this contract must be in writing and signed by an authorized representative of H&P Expo. Exhibitor may not assign this contract or any right hereunder nor may Exhibitor sublet or license all or any portion of exhibit space.

## Exhibitor Service Manual

Approximately four months before the Event, H&P Expo will send an Exhibitor Service Manual to the "Primary Contact" listed on the front of this contract. The Exhibitor Service Manual will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage information, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

## Incorporation of Rules and Regulations

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract will be subject to determination by H&P Expo in its sole discretion. H&P Expo may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor will observe and abide by additional regulations made by H&P Expo as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including Exhibitor Service Manual and any additional rules or regulations adopted by H&P Expo from time to time) states the entire contract of the parties with respect to the subject matter hereof.

## Governing Law

This contract is governed by the laws of the State of Texas as applied to contracts entered into, and entirely performed within such state. Exhibitor agrees that the courts located in the State of Texas will constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that the venue properly lies in the Counties of Dallas or Ellis, Texas. If legal action is required to enforce this contract, the prevailing party is entitled to recover reasonable attorney fees, administrative costs, costs of court and any other expenses incurred in enforcing the contract.

No Children under the age of 18 will be admitted into the exhibit hall during move-in, show days, and move-out. Proof of age will be required.