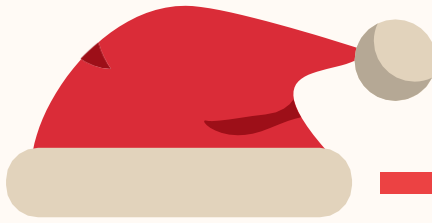




TACOMA 
Holiday
FESTIVAL

2024
ADDITIONAL
RULES &
REGULATIONS



TACOMA
Holiday
FESTIVAL

Dear Vendors,

We hope this finds you in good spirits and filled with joy. As the show season approaches, we wanted to let you know that a sure way to stay on our nice list this year, is to follow our show rules and regulations. You will find most information online in the [Vendor Kit](#) and all other misc items can be found in this document. Your kindness, generosity, and positive spirit have not gone unnoticed.

We have been busy preparing features, floor plans and decor, and are excited to share them all at the show. Remember to bring your best display and decor for our lovely attendees.

Wishing you a magical and delightful event filled with sales and fond memories this year!

Yours truly,

The Show Team

TABLE OF CONTENTS

Table of Contents	1
1. Alcoholic Beverages and Food	2
2. Altered Exhibit Plans	2
3. Animals	2
4. Balloons and Stickers	2
5. Competitions, Draws & Contests	2
6. Conducting Business in your Booth	3
7. Damage to Premises	3
8. Display Decorator	3
9. Booth Cleaning/Janitorial	3
10. Display Vehicles	3
11. Latecomers/No Shows	4
12. Mechanical Conveyances	4
13. Miscellaneous Supplies	4
14. Paging	4
15. RV Parking	4
16. Oversized Trucks and Trailers	5
17. Plumbing	5
18. Staffing of Exhibits	5
19. Subletting Booth Space	5
20. Trespassing	5
21. Weapons and Firearms	5
22. Will Call	6
23. Safety Measures	6
24. Propane	6
25. Fire Extinguishers	6
26. Fire Regulations	7
28. Copy of Contract Terms and Conditions	9

1. ALCOHOLIC BEVERAGES AND FOOD

- The consumption of alcoholic beverages in the exhibitor's booth is prohibited. Alcoholic beverages may only be consumed in designated lounge areas (The Garage Bar).
- Only authorized caterers and dedicated concessionaries may bring or serve foods, alcohol, or other beverages, for onsite consumption in the Tacoma Dome.
- You cannot have meals or beverages delivered or brought in from a restaurant.
- You are allowed to bring food prepared at home in a non-descript lunch bag and/or containers.
- **The Tacoma Dome does not allow any glass or aluminum bottles or cans.**
-

If you are selling food, including all food samples, you must contact the **Tacoma-Pierce County Health Department (TPCHD) at 253.798.6500** to set up and operate in a sanitary manner, and to minimize the possibility of foodborne illness. Applications and permits are required to be submitted no later than 14 days prior to the event. Every specialty food product must be pre-packaged and prepared for home consumption, and sampling size no larger than 2 oz.

2. ALTERED EXHIBIT PLANS

Management reserves the right at any time, without prior notification, to alter exhibits, aisles, common carpet, feature sizes and locations to best serve the interest of the show. Their decision will be final.

3. ANIMALS

Animals that are approved by Show Management are permitted in the Tacoma Dome if part of an exhibit, activity or performance that legitimately requires the use of animals. Only trained service animals or service animals in training are allowed into the Tacoma Dome. All other animals, including pets and comfort animals, are prohibited. Permitted animals must always be on a leash, within a pen, or under similar controls. The owner takes full responsibility for his/her own animal.

4. BALLOONS AND STICKERS

Helium-filled balloons and other inflatable items are NOT permitted in the Tacoma Dome as per building regulations. No stickers may be given out to attendees **but are allowed to be sold.**

5. COMPETITIONS, DRAWS & CONTESTS

- Sales promotions and competitions conducted by exhibitors in conjunction with their display must be free of any obligation on the part of the winner.
- Prize winners must not be required to place an order before collecting the prize offered.
- The schedule of prizes and terms of the competitions must comply with all the existing government regulations.

- Contest winner must be drawn for at the show. Show management will neither promote or make an announcement of winners. **No wheels that make noise.**
- Any contests conducted must not violate any state or federal laws or regulations in effect at that time.

6. CONDUCTING BUSINESS IN YOUR BOOTH

Distributing literature or general solicitation of business is forbidden outside your exhibit area. **All business must be conducted within your assigned booth space** – please do not talk to customers in the aisles.

7. DAMAGE TO PREMISES

Exhibitors are liable for any damage to the Tacoma Dome, its equipment, or furnishings, including nail holes, spilled paint, defacing, breakage, etc. The exhibitor is also liable for the removal of any adhesive tapes or materials from property.

8. DISPLAY DECORATOR

Trade Show Supply House, Inc. is the official Tacoma Holiday Festival decorator. For any display décor, carpet or show furniture rental, please contact: 360-624-4498

[CLICK HERE](#) for their order form. You can also find their order form on the online Exhibitor Kit at holidaygiftshows.com/vendor-kit.

The Exhibitor Services Desk will be located on the NE side of the building in lounge 1A, by the Show Office. During move-in, they will maintain a desk by the NE load-in doors in the Arena.

9. BOOTH CLEANING/JANITORIAL

Show Management provides daily janitorial service to aisles and common areas only. If you require general and/or special booth cleaning (scrap containers, vacuuming, shampooing), please contact the show decorator, Trade Show Supply House, Inc. at 360-624-4498.

10. DISPLAY VEHICLES

Any vehicles to be displayed are subject to the following conditions:

- Vehicle must be approved by Show Management at least 2 months in advance of show.
- Battery must be disconnected and taped.
- Fuel tanks must not be more than ¼ full. Vehicles with no fuel gauge or broken fuel gauge will not be allowed on show floor.
- Fuel caps must be taped or locked shut.

- Drip pans must be placed under vehicle.
- Ignition must be disabled, or the vehicle locked and hood inoperable from the outside of the vehicle.
- Keys must be left with Show Management.

11. LATECOMERS/NO SHOWS

Any space not occupied or for which no special arrangements have been made by 8:00 pm on Wednesday, October 23rd, may be resold or reassigned by Show Management without any obligation on the part of the **Tacoma Holiday Festival** or Marketplace Events, LLC for any refund whatsoever.

Please inform us if you have a last-minute emergency. Any unclaimed freight will be returned to a "no-show" firm at the end of the show via ground transportation at the firm's sole risk and expense. No refunds will be granted for unused display space.

12. MECHANICAL CONVEYANCES

Mechanical conveyances such as electric carts, scooters or bicycles will not be allowed in the aisles during the show hours. The only exception to this rule will be in the case of handicapped persons visiting the show and in the case of authorized show duty staff.

13. MISCELLANEOUS SUPPLIES

The Show Office does not supply office supplies, stationary, equipment, change, etc., nor does it offer/allow printing or copy services.

There are no facilities to cash checks or receive faxes. Please plan accordingly.

14. PAGING

Per Tacoma Dome regulations, unscheduled announcements made over the paging system will be for emergencies only. Other than staff using the p.a. system and pre-recorded show announcements, no other announcements will be made while the show is open to the public.

15. RV PARKING

RV Parking: **Please note the Tacoma Dome does NOT have RV parking or hookups. With a 4-day parking pass, you can park your trailers or vehicles overnight in the F lot **AT YOUR OWN RISK**. One pass per vehicle or trailer per space. There is not any security in the parking lots. **No one can sleep or stay overnight in any Dome lot.**

Majestic RV Park is 10 minutes away and offers nightly rates. Standard rate for 2 people is \$79 + tax/night. Good Sam or military \$71.10 + tax/night. Full hook up 30 & 50-amp, free cable, Wi-Fi, water, sewer, garbage, laundry, restrooms & showers. Book early at 253.845.3144 or majesticrvppliving.com. Located at 7022 River Rd E., Puyallup 98371.

16. OVER-SIZED TRUCKS + TRAILERS

Large and accumulated shipments arriving by major carriers in large trucks are encouraged to arrive as early as possible on Wednesday after regular move-in commences at 8 am. Tacoma Dome security will be using a numbering system to route trucks to the load-in areas in the Arena. The first 200 vehicles to arrive will “take a number” and be staged in order to unload.

17. PLUMBING

The Tacoma Dome provides water; however, due to restricted access to water sources on the exhibit floor, it is crucial that exhibitors provide their own hoses that may reach hook ups and drains. Drains are exclusively provided for the drainage of wastewater. It is prohibited to use drains for the disposal of grease, solids, solvents, hazardous materials, or organic materials of any kind.

18. STAFFING OF EXHIBITS

It is mandatory that exhibitors staff their exhibits during all hours of the show. Security is an added problem when exhibits are not staffed. Exhibitors are reminded that Show Management does not assume responsibility for losses; therefore, you should take precautions to protect your display, including obtaining insurance. All exhibitor personnel must be 16 years of age or older.

19. SUBLETTING BOOTH SPACE

No exhibitor may sublet any portion of their booth to another supplier without the written consent of Show Management.

20. TRESPASSING

Exhibitors are granted access to the Tacoma Dome only at designated times, i.e., show hours, and two (2) hours before show opening. Entering another exhibitor’s booth without their permission is **STRICTLY PROHIBITED**.

21. WEAPONS AND FIREARMS

Under no circumstances are firearms, knives (even pocketknives), tasers, stun guns, etc., allowed in the Tacoma Dome. This includes persons with a concealed weapons permit. Attendees cannot bring any previously purchased sharp items, such as kitchen knives or garden tools, into the Tacoma Dome. Please note that metal water bottles are not allowed.

22. WILL CALL

Will Call will be located outside by the main front entrance and **is open one (1) hour prior to Show opening**. If you need to leave Tickets for a visitor, please place in an envelope with their first and last name clearly written on the front and instruct your visitor to pick up their pass at Will Call.

Exhibitor Badges are required for an Exhibitor to enter the building. Please do not leave badges in Will Call, as this causes long lines and confusion. If you need to leave a pass for a worker or need to rotate your passes each day with shifts, please leave them at the Show Office and instruct your workers to park and enter from the F-Lot in the NE corner of the building to reach the Show Office.

Show Management is not responsible for lost or misplaced tickets at Will Call.

23. SAFETY MEASURES

Exhibitors are responsible for the protection of the public as it relates to any hazard that exists within their exhibit space, i.e., shock, electrocution, heat, fire, sharp objects, machinery, etc. Adequate screening or protection must be in place. Show Management reserves the right to declare any exhibit unsafe and order its correction or removal.

Lack of such declaration does not release the exhibitor from final responsibility for any harm or damage to the public and/or their property.

24. PROPANE

The use of propane is by Fire Department permit only. Booths permitted to use propane will be limited to one 1.2-gallon tank. Tanks will be removed nightly; fire extinguishers will be required based possible hazards; tanks will be shut off when not in use; under no circumstances will any burnable objects (paper, plastics, wood) be allowed within 18" of propane flames. Greater distances may be required. Empty propane bottles displayed shall have their overflow stem valve removed to verify their condition. Any variance must be approved by the Fire Marshal.

25. FIRE EXTINGUISHERS

Exhibitors are strongly advised to have one handheld fire extinguisher in their booth. This safety precaution enhances the efforts of Show Management and the Tacoma Dome to satisfy Fire Marshall requirements. Do not block or cover any fire extinguishers. Fire extinguishers are required for every 200+ sq ft tent, canopy, or temporary membrane structure, one extinguisher for every 500 sq ft.

26. FIRE REGULATIONS

1. **All decorations, drapes, signs, banners, plastic displays, split bamboo, items such as carpeting, artificial turf used in the vertical position, combustibles,** etc. within 18 inches of ignition sources, such as light fixtures, heaters, electrical outlets, electrical connections and flame-producing devices must be flame-retardant. Curtains, drapes, hangings, and other decorative materials suspended from walls or ceilings must be flame resistant. Skirting, curtains, and display coverings not proven to be flame retardant are not allowed and will be ordered to be removed immediately by the Fire Marshal.
2. **Painted back-drops/signage** utilizing oil based or water-based paints if provided with backing materials such backing material that is located within 18 inches of ignition sources must be accompanied by a Certificate of Flame Resistance indicating the item is flame retardant, or it must be removed.
3. **Materials used for outdoor ground coverings,** such as beauty bark, shredded tires that is located within 18 inches of ignition sources must be accompanied by a Certificate of Flame Resistance indicating the item is flame retardant, or it must be removed.
4. **All lattice, peg board and any other thin wood material** less than 1/4" thick shall be covered with flame retardant covering. Proof of flame retardancy is the responsibility of the owner. Items not proven to be flame retardant are not allowed and will be ordered removed immediately by the Fire Marshal.
5. **Any collection of empty cardboard boxes or combustible waste** inside is prohibited, except when stored in metal containers with metal covers.
6. **Storage** of "extra" stock in cardboard boxes will be in locations approved only by the Tacoma Fire Dept. and the promoters.
7. **Propane:** The use of propane is by Fire Dept. Permit only. Inside booths permitted to use propane will be limited to one 1.2-gallon tank. Tanks will be removed nightly; fire extinguishers will be required based on each booth's hazard; tanks will be shut off when not in use; under no circumstances will any burnable objects (paper, plastics, wood) be allowed within 18" of propane flames. Greater distances may be required. Empty propane bottles displayed shall have their overflow stem valve removed to verify their condition. Any variance must be approved by the Fire Marshal.
8. **Electrical:** If extension cords are used, a minimum of 14-gauge grounded cord is required. If the cord on the appliance being powered is larger than 14 gauge, the extension cord shall be at least the same gauge as the power cord. Electrical installation shall be in accordance with nationally recognized safety practice. No ungrounded "zip" cords are allowed. Extension cords and flexible cords shall not extend through the ceiling, floors, and walls or under doors or floor covering. Frayed or worn electrical cords are not allowed.
9. **Surge protectors/power taps** shall be of the polarized or grounded type, equipped with over current protection, and shall be listed in accordance with UL 1363. Power supply for surge protectors/power taps shall be directly connected to a permanently installed receptacle. DO NOT use

extension cords to power a surge protector. Power tap cords shall not extend through walls, ceilings, floors, under doors or floor coverings, or be subjected to environmental or physical damage.

10. **Smoking:** The Tacoma Dome is a non-smoking building. This includes concessionaires. City ordinance #24207 mandates a \$100 citation to be issued to smokers.
11. **Cords, wires, ropes, or other obstructions** shall not be strung on the floor where people normally travel unless special provisions have been made with the Fire Marshal, so danger of tripping is eliminated. Jumpers or wire protection ramps are recommended.
12. **Flammable Liquids** in any container are prohibited unless permitted by the Fire Marshal and are necessary to carry out some function. Sale or display of flammable paints, resins, etc., is prohibited.
13. **Autos:** Shall not be displayed or located inside the building without prior Fire Marshal approval. All fuel tank opening shall be locked or taped to prevent escape of fuel vapors. Fuel in the tank shall not exceed one-quarter of the tank capacity or 5 gallons, whichever is less. Battery cables shall be disconnected, and the leads taped. Autos will not be located so that exits are blocked in case of fire in accordance with NFPA 10, section 3.4.4, Class B. Hazard.
14. **Heating Devices:** Cooking warming and heating appliances will be allowed by permit only. Combustible clearance of 18" is necessary; fire extinguisher based on hazard will be necessary.
15. **No burning of solid fuels;** i.e., wood or wood pellets, is allowed in the building. Burning of LPG or natural gas stoves, inserts, fireplaces, or barbecues is also prohibited.
16. **Grease Frying** (grill or deep fat): Cooking with grease will be by permit only. The same conditions listed under Heating Devices will be mandatory. In addition, a hood and duct exhaust fan and extinguishing system is required for frying in a trailer. In the open, a metal wall minimum 18" in height on the rear and sides is required for deep fat frying; grills will be similarly walled with a minimum of 6" walls. A 40 BC fire extinguisher is required (approx. 6 lbs.).
17. **Fire Extinguishers** and other fire-protection appliances shall be provided in every tent, canopy, and temporary membrane structure as follows:
 - a. A. Minimum fire-extinguisher coverage shall be provided in every tent, canopy and temporary membrane structure as follows:
 - i. 200 to 500 square feet (18.5 to 46.4 M2) of floor area: One 2-A:10-B:C.
 - ii. 501 to 1,000 square feet (47 to 93 M2) of floor area: Two 2-A:10-B:C.
 - iii. Each additional 2,000 square feet (186 M2) of floor area or fraction thereof: One 2-A:10-B:C.
 - b. Fire extinguishers shall be provided for each kitchen, mess hall, power generator or transformer, locations where flammable or combustible liquids are used, and other locations in accordance with U.F.C. Standard 10-1.
 - c. At least one 40-B:C-rated fire extinguisher shall be provided for each kitchen, mess hall, power generator or transformer, and at locations where flammable or combustible liquids are used, stored, or dispensed.
 - d. Other fire appliances shall be maintained at the site as required and approved by the Chief.
18. **All cut Christmas trees** shall conform to the Tacoma Fire Dept. Christmas Tree Policy and shall be fire retardant.

19. **Ground Coverings:** All rugs shall be made of flame-retardant material; wood chips or shavings are prohibited; dampened beauty bark will be permissible in limited quantities and shall at no time cover electrical wires or connections.

20. **Tents and Enclosed Covered Spaces:** Any tent or enclosed and covered room having floor space greater 350 sq. ft. or chairs for more than 50 people is required to have two separate means of exit from the area. Those exits which are not obvious, shall have posted exit signs. Tents, including their sidewalls, shall be of flame-retardant material or shall be made fire retardant in an approved manner.

21. **Open Flame or Burning:** No open flame, burning or use of any device that emits heat is permitted within without a Fire Dept. Permit. **No candle burning.**

22. **All pressurized gases** permitted shall be adequately secured to prevent falling or being knocked over.

A violation of any of the above policies could result in the removal of the exhibit and/or a citation being used. If you have any questions, special situations, or need a permit, contact the Fire Prevention Bureau at (253) 591-5740 prior to set up.

Any questions or further clarification for the Fire Marshal regulations, please visit

www.cityoftacoma.org/government/city_departments/fire/divisions/fire_prevention_div/special_events

28.COPY OF CONTRACT TERMS AND CONDITIONS

These terms and conditions, and all attachments hereto, constitute the "License Agreement."

1. EXHIBITOR COVENANTS

- a) 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 all applicable laws, statutes, rules, regulations, or orders of any governmental authority (federal, state, provincial, or local), fire and police departments, and of any other government or regulatory body having authority to regulate the facility and the Show, (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Show, and (iii) abide by all rules and regulations governing the Show established from time to time by Marketplace Events LLC ("MPE"), including rules and regulations set forth in the Exhibitor Manual.
- b) Exhibitor agrees to observe, to the extent applicable, all union contracts and labor relations agreements in force (i) between MPE and contractors providing services to the facility, and (ii) governing companies operating in the facility in which the Show is taking place.
- c) 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.
- d) Exhibitor agrees not to conduct or be associated with any promotional contests or giveaways held at or offered in connection with the Show without the prior written consent of MPE.
- e) Exhibitor represents and warrants that any music, television or radio broadcasts played, performed, or broadcast at the show are copyrighted works of Exhibitor or that Exhibitor has obtained a license to use such material. Exhibitor represents and warrants that any photos, images, written material, or any other materials used by Exhibitor at the Show or submitted by Exhibitor (or its agents, representatives, employees or those for whom Exhibitor is responsible in law) to MPE for MPE's use to promote the Show or to promote the Exhibitor (each a "Work") shall not violate the intellectual property rights, right of publicity, right of privacy, or any other proprietary rights, of others. In addition to all other indemnification obligations in this License Agreement, Exhibitor shall indemnify, defend and hold harmless MPE and the facility (and their respective officers, directors, employees, insurers, agents, and representatives) against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from a third party claim based on MPE's use of a Work to promote the Show or the Exhibitor. This section shall survive the expiration of the License Agreement.
- f) Exhibitor will occupy the contracted exhibit space during all Show dates and hours, will only sell, promote or advertise the products and services described in this License Agreement and will ensure that all Exhibitor personnel conduct themselves in a professional manner. Any space not claimed or occupied by the end of the last move-in day may be resold or reassigned by MPE without any obligation to refund Exhibitor for any amounts paid. Exhibitor acknowledges that MPE and/or the facility may have sponsorship obligations that prohibit the promotion of certain categories of products or services at the Show. Exhibitor will promptly remove any products, promotional or educational materials not included in this License Agreement upon MPE's request. Failure to do so may result in MPE shutting down the entire space.
- g) Exhibitor consents to be photographed, filmed and otherwise recorded during the Show and consents to MPE's use of such photography, filming or recording for any reason in all media.

2. MPE RIGHTS

- a) MPE reserves the right, in its sole and unfettered discretion to, without any liability to MPE: (i) determine the eligibility of Exhibitors and exhibits for the Show; (ii) reject or remove exhibits, Exhibitors, Exhibitor personnel or promotional activities that MPE considers objectionable, inappropriate, disruptive or dangerous; (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors to comparable space; or (iv) change the date, location and duration of the Show. The terms of this License Agreement shall continue to apply in the event MPE exercises its rights under subsections (iii) and (iv) of this Paragraph 2.
- b) MPE shall have the right to establish and amend or modify any regulations governing use of the facility and the Show.

3. ASSIGNMENT AND SUBLETTING

Exhibitor shall not assign any rights or sublet space under this License Agreement without the prior written permission of MPE, which permission may be withheld in MPE's sole discretion.

4. INDEMNIFICATION

Exhibitor shall indemnify, defend and hold harmless MPE 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 ("Claims") resulting from: (i) any breach of any representation or warranty of Exhibitor contained in this License Agreement, (ii) any breach of any covenant or other obligation or duty of Exhibitor under this Agreement or under applicable law, (iii) any act or omission of Exhibitor; (iv) any negligence, or willful misconduct by or on behalf of Exhibitor or its employees or agents, excluding to the extent Claims result from the negligence or willful misconduct of MPE; and/or (v) any interaction or commercial transaction between Exhibitor and a Show attendee. This section shall survive termination of the License Agreement.

5. LIABILITY AND INSURANCE

- a) Exhibitor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to MPE for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name MPE as additional insured and insure Exhibitor against all claims of any kind arising from or in any way connected with Exhibitor's presence or operations at the Show. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of MPE, Exhibitor shall provide MPE with a certificate of insurance verifying the policy.
- b) Exhibitor is responsible to insure and protect 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. Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against MPE, the Show sponsors or the facility in which the Show is held, for any loss, damage or injury howsoever caused, to Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.

October 24-27, 2024

Tacoma Dome
<https://www.holidaygiftshows.com>



- c) Neither MPE nor the facility will assume liability for loss or damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by Exhibitor, except to the extent caused by MPE's or the facility's gross negligence or intentional misconduct.

6. BOOTH DISPLAY

- a) All exhibits require full floor covering. Booth construction and signage must be exhibited in accordance with the rules and regulations pertaining to Exhibitor's booth type and as outlined in the Exhibitor Manual.
 - Signs must be one-sided, and not face into another exhibitor's booth.
 - No hand written signs are allowed – use professional signs only.
 - No tents without consent of Show Management
 - Tables must be professionally skirted (no plastic) with floor-length skirting that is pleated or gathered. Fine furniture is acceptable without skirting.
 - Exhibitor shall be responsible for any damage it causes to the venue in connection with its booth construction and signage, including damage to floors or walls.
- b) Exhibitor shall not dismantle or remove its display or goods during the term of the Show, and shall keep its display intact until the end of the closing hour on the last Show day. Exhibitor shall remove its display and equipment from the Show site by the final move-out day and return its space to the same condition as it was in at the move-in date. If Exhibitor fails to do so, MPE may dispose of the display and equipment at the cost of Exhibitor.

7. CANCELLATION AND TERMINATION

- a) MPE shall have the right, but not the obligation, to immediately terminate this License Agreement in the event that: (i) Exhibitor violates or breaches any of the terms, conditions, representations or warranties of this License Agreement, including Exhibitor's payment obligations or Exhibitor's failure to appear at the Event; (ii) Exhibitor, or any of its principles, behaves in a manner or engages in any activity that MPE reasonably believes would bring Exhibitor or MPE into public disrepute, contempt, scandal or ridicule, or would materially reflect unfavorably on Exhibitor or MPE or the Show, including but not limited to conflicts with other exhibitors, attendees or other show participants at the Event, a rating with the Better Business Bureau of D+ or below, or a substantial number of negative reviews on Yelp or similar sites; (iii) MPE determines, in its sole discretion, that Exhibitor is promoting the sale of potentially illegal or unsafe products or that Exhibitor is engaged in deceptive, false, or misleading advertising or activity; or (iv) Exhibitor is removed from one of MPE's other events for any of the above-referenced reasons.
- b) All deposits/payments received by MPE or due to MPE are non-refundable and non-transferable. If the License Agreement is terminated by Exhibitor, or any space is downsized at the request of the Exhibitor, the balance of the full cost of the space shall be immediately due. Exhibitor acknowledges that because MPE will make a substantial investment in the Show prior to the Show taking place, MPE's damages in the event of termination by Exhibitor or termination by MPE due to Exhibitor's breach of this License Agreement would be difficult to establish. Exhibitor agrees that the non-refundable payments shall constitute liquidated damages, and not an unlawful penalty, for breach of this License Agreement.
- c) In the event of termination of this License Agreement, MPE shall have the right to immediately occupy the space and utilize it in any manner as MPE deems appropriate, including, but not limited to, re-licensing its use to another exhibitor. Exhibitor shall not be entitled to any offset or mitigation of the amount due under this License Agreement as a result of the use of or payment for the space by another exhibitor in the Show.

8. FORCE MAJEURE

If MPE is unable to permit Exhibitor to occupy the facility or the space due to circumstances outside the control of MPE, or if circumstances outside the control of MPE, including but not limited to, casualty, explosion, fire, lightning, flood, weather, epidemic, pandemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott, would make holding the Show impractical or impossible, (each a "Force Majeure Event"), MPE may cancel or postpone the Show without penalty. MPE will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that Exhibitor may suffer due to a Force Majeure Event. If the Show is cancelled or postponed in whole or in part due to a Force Majeure Event: (i) all payments shall be retained by MPE, (ii) any unused payments made by Exhibitor shall be applied towards the following year's Show, and (iii) the terms of this License Agreement shall apply to Exhibitor's participation in the next occurring Show.

9. MISCELLANEOUS

- a) Waiver by MPE of any breach of any term or provision of this License Agreement by Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision hereof.
- b) Except where expressly permitted in this License Agreement, or agreed upon by the parties in writing, the terms of this agreement may not be changed or modified.
- c) This License Agreement shall be governed by and construed in accordance with the laws of the governing jurisdiction in which the Show is held.
- d) If a printed or digital show guide is produced for the show, MPE is not responsible for any errors or omissions in the show guide.

10. DIRECT SALES DEMO REQUIREMENTS INITIAL HERE

- a) Exhibitor warrants and represents that it: (i) manufactures the products being displayed; or (ii) has a contract or agreement from the manufacturer granting Exhibitor rights to sell the products at the Show.
- b) Exhibitor will only advertise or display products that are intended for and generally used in a manner that conform to State/Provincial, Federal, or other applicable laws or regulations.
- c) Exhibitor will provide onsite refunds to any show attendee who is not completely satisfied with the product for any reason. Exhibitor will respond promptly to offsite complaints from show attendees and provide offsite refunds.
- d) Exhibitor will indemnify, save and hold harmless MPE and its directors, officers, agents, and employees from and against all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character whatsoever resulting from Exhibitor's sale of its product.
- e) Exhibitor shall provide the following prior to the Show: (i) a certificate of liability insurance; (ii) a business license or permit, if required by law; (iii) a permanent address; (iv) a phone number that will be answered both before and following the show and (v) if requested by Marketplace Events, a copy of the contract or agreement from the manufacturer granting Exhibitor rights to sell the products at the Show.
- f) In the event that Exhibitor breaches any of these terms, Exhibitor acknowledges and agrees that MPE can immediately terminate the Contract at any time before or during the Show, and any contracts for future shows, and retain any and all deposits or payments received by MPE up to the date of termination.

