

TERMS AND AGREEMENT

1. **EXHIBIT HOURS**- KML Productions shall determine and publicize the exhibit hours the building will be open to the public during day of the Show. KML Productions reserves the right to change exhibit hours and/or change the number of days and dates of the Exhibition as it may deem desirable.
2. **MERCHANDISE REMOVAL**-No exhibits or part of an exhibit may be removed until after the closing hour of the Show.
3. **RULES FOR EXHIBITS**:
 - a. **LIABILITY**–The Exhibitor is entirely responsible for the space leased and shall not injure, mar or deface the premises. The Exhibitor shall not drive, nor permit to be driven, any pins, nails, hooks, tacks and screws in any part of the Center. Furthermore, Exhibitor shall not affix to the walls or windows of the Center any advertisements, signs, etc. or use scotch tape, masking tape or any other adhesive-type material on painted surfaces. The Exhibitor agrees to reimburse KML Productions and/or Center for any loss or damage occurring to the premises or equipment.
 - b. **SPACE**–The space contracted for is to be used solely by the Exhibitor whose name appears on the Contract and no portion can be sublet or assigned without prior permission from KML Productions. No company may exhibit or display literature other than company named on a signed contract. Additional booth fees may be collected by KML Productions based on number of booths occupied and number of companies occupying said booths at discretion of KML Productions. The Exhibitor shall forfeit his/her right to the space and all prepaid rentals if he fails to occupy or use his space or to have his exhibit complete and in place by the opening of the Show.
 - c. **RESTRICTIONS**– KML Productions reserves the right to restrict or remove exhibits, without refund, that have falsely entered, or are deemed by KML Productions unsuitable or objectionable. This restriction applies to, but is not limited to noise, P.A. systems, persons, animals, birds, things, conduct, printed matter, or anything of a character that might be objectionable to the Show or KML Productions.
 - d. **LOCATION OF EXHIBITS**-All measurements and exhibit space layouts shown on the floor plan are as accurate as possible, but KML Productions reserve the right to make modifications and change space assignments as may be necessary to adjust the floor plan to meet show requirements.
4. **MISCELLANEOUS TERMS AND CONDITIONS**
 - a. **CANCELLATION OF CONTRACT**–If this agreement is cancelled by Exhibitor for any reason, or by KML Productions because of Exhibitor’s default or violation of this agreement, monies paid to KML Productions by Exhibitor shall be retained as follows: If cancellation occurs 60 days or more before the start of the Show, KML Productions shall retain 50% of the total rental and return the balance to Exhibitor. If cancellation occurs within 60 days of the Show, the entire rental paid to date by Exhibitor shall be retained by KML Productions. The retained rental shall be liquidated damages for the direct and indirect costs incurred by KML Productions for organizing, setting up and providing space for Exhibitor’s withdrawal including reletting the space. If cancellation occurs within 30 days of the Show, the Exhibitor is responsible for the entire rental fee. All cancellations must be in writing.
 - b. **RIGHTS OF THE MANAGEMENT IF EVENT IS NOT HELD**– KML Productions shall not be liable for any damages or expense incurred by Exhibitors in the event the Show is delayed, interrupted or not held as scheduled; and if, for any reason beyond the control of KML Productions, the Show is not held, Management may retain so much of the amount paid by Exhibitors as is necessary to defray expenses already incurred by the Management.
 - c. **INDEMNIFICATION**–Exhibitor shall indemnify and hold harmless KML Productions and the Center from and against any and all claims, damages, losses and expenses including attorney’s fees arising out of or resulting from the activities of the Exhibitor, or the officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors of Exhibitor.
 - d. **EARLY BREAKDOWN**–Show hours must be observed. No early breakdowns are permitted.
5. **COMPLETE AGREEMENT**-This agreement contains all the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto. This agreement shall be construed in accordance with the laws of the state in which the show is held.



Initials