

# Richmond Weddings

EST — 1989

## **EXHIBITOR RULES AND CONDITIONS**

**1.) Character of the Show.** The Richmond Weddings Show (“Show”), sponsored by Richmond Weddings (RW), is a professional wedding show. RW reserves the right to determine the eligibility of any company, product, or service and the right to restrict, prohibit, or evict any Exhibitor or product that, in the opinion of RW, detracts from the character of the Show or for any violation of the following Rules and Conditions. In the event of such restriction or eviction, RW is not liable for refunding exhibit fees or any other costs incurred by the Exhibitor.

**2.) Terms of Payment.** Exhibitor is bound by the terms of the Advertiser & Exhibitor Registration. RW reserves the right to deny exhibit space to Exhibitors that have overdue account balances with RW. Failure to make full payment in the specified timeframe may result in forfeiture of booth space, and under such circumstances, prior payments will not be refunded or credited.

**3.) Mailing List.** Exhibitor agrees to keep confidential all information on and data connected with the Mailing List provided by RW. Any and all Mailing List data, content and/or information (in whole or in part) may not be given or sold by Exhibitor to any other business, service, publication, wedding show or event, or interested persons. In addition, Exhibitor may not send promotional materials on behalf of another merchant, business, service, interested person, publication, wedding show or event. Exhibitor also agrees not to use the Mailing List to promote any other wedding show, event, or publication. Exhibitor agrees to be liable for unauthorized use of the Mailing List and will pay damages of no less than the cost of the Exhibitor’s booth space for each violation. Receipt of the Mailing List is subject to compliance with the rules and conditions herein.

**4.) Display Regulations.** Exhibitor must comply with all rules herein or as amended by RW in a reasonable fashion upon reasonable notice to Exhibitor, including without limitation the following rules:

4.1) All display and promotional materials must be confined to the contracted booth space. No exhibit may block or interfere with a neighboring exhibit as determined by RW. 4.2) Exhibitor may only distribute marketing materials, business cards or other promotional materials within a reasonable distance of its allotted booth space. 4.3) As further explained in Paragraph 9, no nails or screws may be driven into the floor. No damage of any nature may be done to the booth structures nor to any part of the exhibit location. 4.4) A maximum of three employees/agents are allowed per booth. Employees/agents are to remain within a reasonable distance of their contracted space and agree to not impede on other Exhibitors’ space.

**5.) Exhibit Space.** Subleasing of booth space is prohibited. Only Exhibitors specified in the contract, and whose comportment is in a manner agreed to by RW, and whose participation is consistent with these Rules and Conditions may occupy booth space. An Exhibitor may only share a booth with up to two other businesses when express written permission is received in advance from Richmond Weddings. If Exhibitor distributes any content created at the Show, including via social media posts on Facebook, Twitter or Instagram, RW is granted a perpetual, royalty-free license to share and link to such images in connection with content created by RW about the Show or in promotion/marketing of future shows.

**6.) Exhibit Space Assignments.** Booth assignments are made on the basis of priority, availability and need, with all assignments made in the best interest of the Show. RW retains the exclusive right to alter an Exhibitor’s assigned space if it is deemed necessary in the best interest of the Show.

**7.) Unfinished Exhibit Space.** Booth spaces are required to be appropriately finished. If booth spaces remain unfinished at the start of the Show, RW may, at its discretion, effect the necessary finishing and Exhibitor will be required to pay all costs involved.

**8.) Sales.** Sales of product or samples for cash, check or credit card are prohibited on the Show floor. Contracts and orders may be written for future delivery of products or services.

**9.) Property Damage.** Damage to property caused by an Exhibitor will be paid for by that Exhibitor. Exhibitor shall not paint, tape, nail, screw, drill or tack anything to the walls, columns, floor or ceiling of the building, or adjoining displays.

**10.) Local Laws, Regulations, and Rules.** Fire department regulations and all other applicable laws and regulations must be complied with by Exhibitor. Exhibitor shall not cause any violation of the rules of the Show location.

**11.) Indemnity.** Exhibitor shall indemnify and hold harmless RW and the Show location for any and all losses, damages, or other liability in any way related to Exhibitor’s exhibit or any act or omission of Exhibitor or any of its employees or agents; including, without limitation, infringement of any trademark, copyright or other rights of any third parties, accident or injury to or illness of invitees, guests, exhibitors, their agents and employees, loss or damage to personal property and loss or damage to Show location property. Exhibitor shall obtain and maintain, at its own expense, a

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comprehensive general liability and all risk property insurance policy acceptable to RW for the period commencing on the first move-in date for the Show and terminating on the last move-out date for the Show. The policy shall name RW as loss insured and insure Exhibitor against all claims of any kind arising from or in any way connected with Exhibitors presence or operations at the Show. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence and a cumulative of at least \$2,000,000. Upon request, Exhibitor shall provide RW with a copy of such policy and a certificate of insurance in a manner that shows payment of the current premium. Exhibitor accepts all risks associated with the use of its exhibit space for the Show, and its environs. Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against RW or the Show facility, for any loss, damage or injury howsoever caused, to Exhibitor, its officers, directors, agents, representatives, and employees or their respective property. RW will not assume liability for loss for damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by Exhibitor.

**12.) Cancellation or Rescheduling of Show.** Exhibitor understands that RW will use commercially reasonable efforts to promote and carry out the objectives of the event. If RW should be prevented from holding the Show for any reason beyond RW's control (such as, but not limited to damage to building, riots, strikes, acts of government including health and safety limitations mandated, required or imposed by the jurisdiction in which the Show occurs, or acts of nature), RW has the right and sole discretion to cancel the Show or any part thereof, with no further liability to the Exhibitor other than a credit of exhibit fees less a proportionate share of RW's cost incurred, to be applied to Exhibitor at either of the two RW events that immediately follow the cancelled event. If the Show is rescheduled, Exhibitor agrees to indemnify and hold harmless RW and the Show for any and all additional reasonable costs incurred by Exhibitor in connection with said rescheduling. There will be no refund of exhibit fees should the Show be rescheduled for any date or time deemed reasonable by RW in its sole discretion.

**13.) Gifts and Contests.** Exhibitor agrees to have a door prize at the show with a retail value of fifty dollars (\$50) (discounts toward Exhibitor's service or prizes contingent upon the winner booking the Exhibitor's service do not qualify). RW reserves the right to prohibit, limit or discontinue the distribution of gifts, giveaways or similar promotions. No announcements of Exhibitors' contests, drawings or winners will be made during the Show.

**14.) Installation and Dismantling.** Installation, show, and dismantling hours and dates shall be specified by RW. Dismantling of exhibits prior to the close of the Show is prohibited. Exhibitor shall be liable for all charges associated with failure to remove exhibit materials at close of Show.

**15.) Assignment.** This Agreement and all rights and privileges related thereto may not be assigned by the Exhibitor absent the written consent of RW except to a successor in interest who purchases or otherwise obtains no less than substantially all of the Exhibitor's business.

**16.) Governing Law and Jurisdiction.** This Agreement shall be governed by the internal laws of Virginia and may be impacted by local and county laws in the jurisdiction where the Show takes place. The parties hereby submit to the exclusive jurisdiction of the state and federal courts in Virginia governing any disputes concerning this Agreement, and further agree that they are subject to personal jurisdiction in Virginia in any such dispute.

**17.) Merger and Counterparts.** The parties agree that this Agreement (and any other Agreement referred to herein) contain the complete agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be deemed an original, but all of which taken together form a single instrument.

**18.) Arbitration** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All fees and expenses of the referee shall be initially borne on a pro rata basis by the parties but shall be recoverable by the prevailing party. Additionally, the prevailing party shall be entitled to recover, as an element of such party's costs, and not as damages, all reasonable costs and expenses incurred or sustained by such prevailing party in connections with such actions, including without limitation, legal fees and costs.

**19.) Miscellaneous.** Signatory for Exhibitor has the right and ability to bind Exhibitor to this Agreement. Exhibitor understands that any matters not specifically covered by the preceding will be subject solely to the decision of the Richmond Weddings Show. RW will have full discretion as to acceptance of applications for the Show and full power in the interpretation and enforcement of all rules and policies contained herein. The ruling of RW shall be final in all instances with regard to use of any exhibit space. These Rules and Conditions may only be modified by mutual agreement of the parties. RW reserves the right to cancel this contract at any time for any reason and in the event of such cancellation, Exhibitor's recovery is limited to the recovery set forth in Section 12 herein.