

EXPOSITIONS, INC.

EXHIBIT CONTRACT/INVOICE

2021 ALLEGHENY OUTDOOR SHOW

February 19 - 21, 2021

Monroeville Convention Center

209 Mall Blvd.

Pittsburgh/Monroeville, Pennsylvania 15146

P.O. Box 550
CLEVELAND, OHIO 44107
(216) 529-1300 phone (216) 529-0311 fax
email: exhibitorinfo@expoinc.com
www.pittsburghoutdoorshow.com

EXHIBITOR CONTACT INFORMATION

_____	Issue Date: _____
_____	Phone: _____
_____	Cell: _____
_____	Email: _____

Exhibitor leases such space, and agrees to occupy said space with an exhibit and personnel, **ONLY FOR THE PURPOSE OF:**

BOOTH INFORMATION

Booth Number _____ Size (in Ft) _____ Total Sq. Ft. _____ Rate/Sq. Ft. _____

CHARGES and additional fee (if applicable)	Booth space: _____
	Corner fee: _____
	Additional: _____
	TOTAL: _____

*** U.S. FUNDS ***

Occupancy of Convention Center: The Show is based on at least a 50% public occupancy factor. If the Occupancy is lower than 50% (due to Covid and changes in City/County/Commonwealth laws), we will cancel the Show and refund 100% of your payment(s) within 30 days.

Payments/Credits

Date: _____	Payment Type: _____	Amount: _____
Date: _____	Payment Type: _____	Amount: _____
Total:		_____

Balance: _____

*** U.S. FUNDS ***

Due With this Invoice: _____	Due 12/15/2020: _____
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CHECKS PAYABLE / REMIT TO: EXPOSITIONS, INC. - PO BOX 550 - CLEVELAND, OHIO 44107

It is understood that this agreement shall not be binding on Show Management until accepted and signed by Show Management.

SIGN HERE:

ACCEPTED BY EXHIBITOR _____ TITLE _____ DATE _____

Please sign and return both copies with payment. One countersigned copy will be returned to exhibitor.

ACCEPTED BY SHOW MANAGEMENT _____ DATE _____

IMPORTANT: SEE ATTACHED ADDENDUM FOR ADDITIONAL BINDING AGREEMENTS, RULES & REGULATIONS.

Additional Agreements, Rules, Regulations and Information

CONSTRUCTION OF EXHIBITS

1. **Height of Exhibits:** Except along the building walls, the overall height of displays, including signs, shall not exceed 8-feet unless approved by Show Management. The sides of the exhibit may be up to 8-feet for a distance of half of the booth depth from the booth backwall. From that point to the aisle line, height is limited to 4 feet. Exceptions to these standards may be made in the case of certain "bulk" items, ie: Boats, Trailers, RVs, Vacation Homes, etc. Height restrictions do not apply to displays open on four sides. Also, under certain circumstances three sided displays may be granted a height variance. In the interest of all participants, exhibits that, in the judgment of Show Management, unduly obstruct the view of neighboring displays shall not be permitted.

2. **Protection of Exposition Building:** No nails or screws may be driven into the walls, floors, ceilings or columns and no other damage may be done to the property. Exhibitor shall be held responsible for any damage they inflict on the building.

3. **Fireproofing:** All exhibit materials must be flame retardant / flame proof.

OPERATION OF EXHIBITS

4. **Continuous Operation and Staffing:** All exhibits must be maintained in complete and orderly form from the opening to the closing of the show, and must be adequately staffed all the hours the show is open. Exhibits may not be dismantled until the conclusion of the show.

5. **Booth Material/Abandonment:** Exhibitors that leave excessive literature and/or display materials in their booth at the end of the published move-out times will be classified as "material abandonment." Any charges incurred on behalf of Show Management to remove the abandoned materials to ensure that the Show Mgmt. can comply with the published move-out schedule of the facility will be directly billed to the exhibitor. Show Mgmt. and the facility will not be responsible for the recovery of abandoned materials that are left in an exhibitor's booth past the move-out dates/times as published in the Exhibitor Service Kit. Exhibitors should visit the Show Office for assistance.

6. **Aisles:** These must be kept clear for crowd traffic; and all interviews, demonstrations, distributions of literature, sales work, etc., must be conducted from inside the booth boundaries.

7. **Subletting of Space:** ONLY exhibitors who have negotiated an exhibit contract may promote their product or service on the event premises; additionally, Show Policy strictly prohibits the resale or subletting of exhibit space. Sharing of exhibit space may be permitted under limited circumstances, but only if arrangements are made with Show Management at the time of contract signing.

8. **Non-Exhibitor Canvassing:** Show Management will do everything reasonably possible to prevent solicitation of business or interviews in the interest of business inside the exposition halls by anyone except exhibitors and sponsors.

9. **Running of Engines:** Only electric motors may be operated. Gasoline engines are prohibited by the fire laws within the building.

10. **Public Address Systems:** May not be used in commercial booths without prior written consent from Show Management.

11. **Special Promotions:** Show Management reserves the right to modification of any form of promotion or type of demonstration or method of selling or other practice within the booth or within the show which, in the opinion of the Show Management, is detrimental to neighboring exhibitors or to the show in general. Nor shall Exhibitor sell or use Management's name in any sales promotion material without Management's consent.

12. No food products, confections or beverages may be sold or dispensed as samples without prior approval by Show Management, which clears all such requests with the company that has the facility food concession. Certificate of Liability Insurance is required.

GENERAL SHOW INFORMATION (Subject to possible modification)

13. **Installation of Exhibits:** A comprehensive Exhibitor Service Kit will be available to all Exhibitors. This Kit will contain specific instructions for hotel accommodations, installing exhibits, plus will include forms for ordering utilities, furnishings and services.

14. **Dismantling:** All exhibits must remain in place until the conclusion of the show.

CREDENTIALS & OTHER EXHIBITOR TICKETS

15. **Exhibitors' Credentials:** Exhibitor credentials are for booth workers only. No individuals under 16 years of age will be issued a working credential, credentials may not be sold or given to the public.

16. **Exhibitors' Special Guest Tickets:** Available in Show Office at reduced prices for sales prospects, friends and others.

EXHIBITOR SERVICES

17. **Electric, Decorator and Labor Service:** Refer to forms in Exhibitor Service Kit.

18. **Utilities:** Exhibitors requiring water, floor drains, electricity or natural gas should so advise Show Management at the time of selecting exhibit space.

LIABILITY, INSURANCE

19. **Liability:** It is expressly agreed that Show Mgmt. will not be liable to the exhibitor, his agents or guests, for any damage, loss or injury from fire, water, storm, electricity, smoke, theft, labor disputes, acts of terrorism, civil commotions, or threats thereof, or acts of other exhibitors, or any causes whatsoever. Exhibitor agrees to hold Mgmt. harmless and defend Mgmt. from any and all expenses, damages, or liability from any activity of the Exhibitor, negligent, or otherwise. *Exhibitor will*

*maintain a Certificate of Insurance with the following coverages – General Liability, Automotive Liability, Excess/Umbrella Liability, and provide evidence of it requested by Show Mgmt.
Said Certificate will name: (see below)*

Ohio Shows:

Expositions, Inc., their parent corporations, subsidiaries and all affiliated companies as Additional Insureds.

Pennsylvania Shows:

Expositions, Inc., Monroeville Convention Center, Oxford Development, L&M Associates, Prospera Hospitality, their parent corporations, subsidiaries and all affiliated companies as Additional Insureds.

20. **Protection:** Show Management cannot be held responsible or liable for exhibitor's property, whether located at his exhibit or anywhere else inside or outside of the facility. Valuable materials should be secured by the exhibitor during the hours when his exhibit is not staffed. Exhibitor should carry adequate insurance coverage on merchandise, product and personal belongings. In the event Management is requested or required to take charge of any property of an exhibitor, it will do so only at the Exhibitor's risk.

21. Management shall not be liable for fulfillment of this contract, if non-fulfillment is due to causes related to war, operation of law, labor disputes, acts of terrorism, riots and civil commotions or threats thereof, or other causes beyond Management's control.

GENERAL STATEMENTS

22. Decisions by Show Management are final.

23. Exhibitor accepts as part of this contract, and agrees to comply with, the terms listed on the reverse side of this contract.

24. In case of any breach of the conditions of this agreement by Exhibitor, then all rights of Exhibitor hereunder shall cease and terminate without notice; and to cover preliminary expenses such as commissions, advertising, office and operating expenses and general overhead, Management shall be entitled to retain all payments received and to seek redress for all other damages.

25. No changes in, or additions to, this contract shall be valid unless approved in writing by Show Management.

26. IF APPLICABLE: Firearms, knives, etc.: Exhibitors agree to comply with all laws, statutes, ordinances, rules and regulations of all governmental bodies in respect to the exhibition, display and/or sale of firearms, knives, or other dangerous instruments.

27. Expositions, Inc. will assume no obligation or responsibility for any expense or liability incurred due to the use of materials being under the jurisdiction of ASCAP or any other entertainment association.

28. COVID 19 Liability Waiver and Release of Claims addendum – see page 3.

NO REFUNDS (EXCEPT FOR COVID-19 – SEE PG 1) * CANCELLATION/RE-INSTATEMENT FEE \$100 *

DRAWINGS/RAFFLES MUST BE APPROVED BY SHOW MGMT * \$100 PROCESSING FEE APPLIED TO ALL N.S.F. CHECKS

BOAT DEALERS: MUST HAVE CURRENT MODEL YEAR BOATS AND DISPLAY ONLY NON-TITLED PRODUCT

STANDARD COVID-19 SAFETY ACKNOWLEDGEMENT -- LIABILITY WAIVER AND RELEASE OF CLAIMS COVID-19 SAFETY INFORMATION:

While participating in events by Expositions Inc, Inc., (“Expo”) “social distancing” must be practiced and face coverings worn at all times to reduce the risks of exposure to COVID19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, Expo has put in place preventative measures to reduce the spread of COVID-19. However, Expo cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19. In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in Expo events. By attending an Expo event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

DUTY TO SELF-MONITOR:

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact Expo at chris@expoinc.com if he/she experiences symptoms of COVID-19 within 14 days after participating with Expo.

LIABILITY WAIVER AND RELEASE OF CLAIMS:

I acknowledge that I willingly engage in Expo event(s).

RELEASE AND WAIVER: I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST EXPO AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE “RELEASED PARTIES”), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

ASSUMPTION OF THE RISK. I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID19, even if arising from the negligence or fault of the Released Parties;
3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.