

Imperial Valley Joint Chambers of Commerce Business Showcase 2012 Exhibit Space Lease And Rules & Regulations

January 12, 2012

To Our Valued Exhibitor: The Imperial Valley Joint Chambers of Commerce ("IVJCC") owns, produces, and manages the Business Showcase and are hereafter referred to as "Show Management." The term "IVJCC" shall include the owner, promoter, and manager of the Show. The Preble Building, parking lots, air space and grounds of the Imperial Valley Expo are hereinafter referred to as IV Expo or the "Exhibit Hall." The Exhibit Space Rental Agreement and these Exhibitor Rules and Regulations are hereinafter referred to as the "Agreement" and constitute the agreement between Show Management and the Exhibitor. The IVJCC Business Showcase 2012 Rules and Regulations are incorporated as a part of this lease and violation thereof would constitute a breach of the lease.

1. SHOW HOURS/LOCATION AND DATES: The site of the Business Showcase 2012 is in the Preble Building at the Imperial Valley Expo, located at 200 East 2nd Street, Imperial, CA. SET UP: Wednesday, January 11, 2012, 3:00 p.m. to 5:30 p.m. • Thursday, January 12, 2012, 9:00 a.m. to 3:30 p.m.

EXHIBIT DAY: Thursday, January 12, 2012, 4:00 p.m. to 7:00 p.m.

TEAR DOWN: Thursday, January 12, 2012, 7:00 p.m. to 9:00 p.m. • Friday, January 13, 2012, 8:00 a.m. to noon

2. COST OF SPACE: Charges for assigned exhibit space, identified in this Lease and shown on the Official Plans are \$225 for a 10 x 10 foot floor space and \$325 for a 10 x 10 foot perimeter space. The outside space is \$325 for a 10 x 20 foot space. All spaces are subject to availability.

3. WHAT SPACE RENTAL INCLUDES: In addition to the assigned space, exhibit space rental includes: Planned publicity and a public relations program; one 8-foot table, a white linen table cloth, two chairs, one standard 110V electrical outlet, and three (3) Exhibitor Passes into the event.

4. SPACE PAYMENT: Rental price of assigned space shall be due and payable as follows:

a. Returning Exhibitors must submit signed lease agreement prior to Nov. 1, 2011 including full payment in order to reserve previous year's space.

b. Booth spaces not reserved and paid for by Nov. 1 will be released. **NO EXCEPTIONS.**

APPROVAL - Applications for rental of exhibit space shall be subject to the approval of Show Management, and Show Management reserves the right to reject applications for space with or without cause if in the best interest of the Show. Except as otherwise provided herein, upon acceptance of the Exhibit Space Rental Agreement by Show Management in writing, it shall be a legally binding agreement between the exhibitor and Show Management.

Checks must be made payable to IVJCC P.O. Box 1613, El Centro, CA 92244. Payment in US funds only. Payments may be made with Visa or MasterCard.

5. SHOW DATA - FLOOR PLAN:

a. **METHOD:** The method of determining space assignment shall be established by Show Management and may be changed from time to time without notice to exhibitors in order to accommodate what Show Management perceives as the best interest of the Show. No rights or privileges are created for any Exhibitor as a result of previous space assignments or years of participation in the Show.

b. **FLOOR PLAN:** Space assignments shall be as indicated on the Exhibit Space Rental Agreement. However, should conditions or situations warrant, Show Management reserves the right to rearrange Exhibitors or adjust the floor plan to accommodate the best interest of the Show. The floor plan maintained by Show Management shall be the official floor plan. Changes may occur at any time to accommodate show needs.

c. **SUBLETTING SPACE:** Exhibitor shall not assign, sublet, share or apportion the whole or any part of the space allotted, or have representatives, products, equipment, signs or printed materials from other than its own firm in the said exhibit space without the written consent of Show Management.

6. CANCELLATION OF SPACE: Subject to the following conditions, an Exhibitor, by giving notice of intention in writing, may cancel its Lease in Business Showcase 2012.

a. In the event that said notice of intention to cancel the Lease is received after the acceptance of the application for exhibit space and assignment of the said space and not later than Dec. 9, 2011, IVJCC shall retain a sum of money equal to forty percent (40%) of the total rental cost and IVJCC shall refund to Exhibitor the remainder of the sum which Exhibitor shall have paid.

b. In the event that said notice of to cancel the Lease is received later than Dec. 9, 2011, Exhibitor is obligated to pay one hundred percent of the total cost of the assigned exhibit space in accordance with the terms of the Lease and there will be no refund.

c. Space made available due to lease cancellation may be reassigned or sold by IVJCC without benefit to Exhibitor.

d. Reduction of booth space may result in the relocation of your exhibit if it is determined by Show Management to be in the best interest of the show.

7. ADMISSION REGULATIONS: PASSES: Admission to the Show is by official IVJCC registration pass. Pass must be worn at all times, including set-up and teardown. Passes are the property of Show Management and are non-transferable. Exhibitor passes will be issued in the name provided on the Exhibit Space Rental Agreement only. Exhibitors are responsible for those the company provides with passes. Exhibitor passes may not be ordered for or transferred to buyers or non-employees. Passes will be distributed as follows:

Four (4) complimentary Exhibitor passes will be issued.

8. SET UP: DISPLAY INFORMATION: All displays must be in place and display material, cartons and refuse removed from the aisles by 3:30 P.M Thursday, January 12, 2012.

SPACE ABANDONMENT: Any space not claimed and occupied by 3:00 P.M. Thursday, January 12, 2012, may be resold or reassigned by Show Management without obligation on the part of Show Management for any refund whatsoever.

AUTHORIZED SIGNATURE _____

DATE _____

Exhibitor Information

Please print all information

Company Name _____

Contact _____

Title _____

Address _____

Telephone Number _____

E-Mail Address _____

Payment method \$ _____ Check Visa M/C

Acct # _____

Exp. Date _____ Cardholder Name _____

Cardholder Billing Address _____

Signature _____

FOR SHOW MANAGEMENT USE ONLY

Exhibitor Name _____

Booth Assignment _____

Cost \$ _____

Payment _____

Accepted By _____

Date _____

White - SHOW MANAGEMENT Canary - EXHIBITOR

9. TEARDOWN: TIMELY DISMANTLE: Exhibitor agrees to dismantle the exhibit as soon as practical after the end of the Show and when Show Management deems it is safe to close, but dismantle must be concluded no later than 12:00 noon, Friday, January 13, 2012. All freight, equipment, and materials not removed by 12:00 noon, Friday, January 13, 2012 will be removed at Exhibitor's expense by the Imperial Valley Expo. Exhibitor further agrees to indemnify and save Show Management harmless against any and all claims which may arise by virtue of damage to the premises caused by Exhibitor's display or costs paid by Show Management due to holding over by Exhibitor past its allotted time of occupancy.

EARLY TEARDOWN: Exhibitor shall not initiate teardown or abandon exhibit prior to the official Show closing time.

Violation of this paragraph will cause Exhibitor to be subject to a loss of participation in future shows.

10. SECURITY/LIABILITY: Limitation and Indemnification:

IVJCC and the Imperial Valley Expo jointly will provide regular security service during the Show Day and during setup. IVJCC and the Imperial Valley Expo will not be liable for damage or loss to Exhibitor's properties through theft, fire, accident, or any destructive cause. Exhibitor waives all claims for property damaged, lost, stolen or destroyed against IVJCC, and Imperial Valley Expo.

11. SAFETY, FIRE, HEALTH AND APPLICABLE LAWS:

a. The Exhibitor shall assume all responsibility for compliance with all rules and regulations of the Imperial Valley Expo and all local, city, state and federal safety, fire, health and other ordinances and laws regarding installation of and operation of equipment, display and exhibit materials.

All display, exhibit materials and equipment must be protected by safety guards and fireproofing to prevent fire hazards and personal accidents to visitors.

12. OPERATION AND CONDUCT: Regulation and Restriction - Show Management reserves the right to regulate and/or restrict exhibits to a reasonable noise level and to suitable methods of operation and display of materials. There will be no sound-amplified music or other such sound amplified broadcasting permitted. No helium balloons are allowed in the Exhibit Hall. Neither the exhibit area nor other areas of the Imperial Valley Expo shall be used for any improper, immoral, illegal or objectionable purpose. If for any reason Show Management deems an exhibit and/or its contents objectionable, the exhibit shall be subject to removal at exhibitor's sole expense. This reservation includes persons, things, conduct, printed matter, signs, or any item of poor character which in the sole judgment of Show Management is detrimental to the Show. In the event such a restriction is enforced, Show Management shall not be liable for refund of exhibit space rental fees or exhibit equipment rental fees, except at its sole discretion. Exhibitor hereby expressly waives any right and all claims, actions or demands for damages, costs and expenses, including legal fees, against the IMPERIAL VALLEY EXPO, IVJCC, their directors, officers, agents, employees and/or servants for such restriction or removal.

13. CARE OF BUILDING: Exhibitor will not perform or permit to be performed anything in or upon any portion of the exhibit areas, or bring or keep anything herein or thereon which will in any way conflict with the conditions of any insurance policy upon the IMPERIAL VALLEY EXPO or any part thereof, or in any way increase any rate of insurance upon the building or any property or any property kept there.

No Exhibitor may allow any article to be brought into, nor permit any act to be done on the premises which will violate or increase the premiums on policies of insurance held by either IVJCC, or its Lessor, the Exhibit Hall, provided that said policies are no more restrictive than standard liability and property damage policies and standard fire insurance policies with extended coverage. No Exhibitor may permit any act by its employees, or its agents, by which the premises shall in any manner be marred or defaced. Exhibitors must surrender the exhibit space in the same condition as at the commencement of occupation, normal wear and tear excepted.

Exhibitor shall indemnify and hold harmless IVJCC, and its Lessor, the Exhibit Hall, for any damage done to the premises by the Exhibitor, its employees, or agents.

EXHIBIT OBSTRUCTIONS: Exhibitors are not allowed to obstruct the view or adversely affect the displays of other exhibitors.

EXHIBIT PERSONNEL: Employees must confine their activities to the contracted exhibit space.

ADVERTISING: Exhibitor shall not, without the written consent of Show Management, distribute, or permit to be distributed, any advertising matter, literature, stickers, souvenir items or promotional materials in or about the exhibit areas except from its own allotted exhibit space.

Exhibitor shall not post or exhibit any signs, advertisements, show bills, lithograph posters, stickers or cards of any description on any part of the premises of the IMPERIAL VALLEY EXPO, except within the Exhibitor's booth space and upon such space as is made available for such purposes by the IVJCC. Exhibitor shall not use nails or glue guns to attach booth display to exhibit hall walls.

BEVERAGES: Alcoholic beverages may not be served within an Exhibitor's exhibit space.

14. FORCE MAJEURE: IVJCC shall not be responsible for any loss, theft, damage, or delay due to strikes, lockouts, acts of God, government restrictions, enemy action, civil commotion, unavoidable casualty, or other causes similar or dissimilar beyond the control of IVJCC.

15. AUTHORITY LICENSE AGREEMENT: This Exhibit Space Lease and Business Showcase 2012 Rules and Regulations incorporated herein are subject to the rights and obligations of IVJCC under the Agreement for Exhibit Space between IVJCC and the Imperial Valley Expo covering the Exhibit Hall, and IVJCC shall not be liable to the Exhibitor for expenses or damages incurred if IVJCC's Lessor, the Imperial Valley Expo cancels its agreement with IVJCC. Exhibitor shall be bound by the terms and conditions of such License Agreement which terms and conditions are incorporated herein and available for inspection from the IVJCC Director of Events.

16. VIOLATIONS: The Exhibitor agrees it shall be bound by the Business Showcase 2012 Rules & Regulations, this lease and by such additional rules and regulations, which may be established by the IMPERIAL VALLEY EXPO and Show Management. Show Management shall have the power to adopt and enforce all Show rules and regulations, and their decision on these matters will be final. All matters and questions not covered by the regulations shall be subject to the final judgment and decision of Show Management.

Any violation by the Exhibitor of any of the terms and conditions herein shall subject Exhibitor to cancellation of the Agreement to occupy exhibit space and to forfeiture of any monies paid on account thereof. Upon due notice of such cancellation, Show Management shall have the right to take possession of the Exhibitor's space, removal all persons and properties of the Exhibitor. The Exhibitor shall be responsible for all risks and expenses incurred in such removal.

17. WAIVER OF LIABILITY AND WAIVER OF SUBROGATION: Show Management shall not be responsible for any damage or injury that may happen to the Exhibitor or its agents, servants, employees or property from any cause whatever except for the gross negligence or willful misconduct of Show Management, its servants or employees, arising out of Show Management duties and responsibilities under this agreement. In consideration of the promises contained herein, Exhibitor expressly releases Show Management, its directors, officers, agents, employees, and/or servants from any such loss, damage or injury.

IVJCC, the IMPERIAL VALLEY EXPO, and official show vendors do not provide any form of insurance to cover exhibitor activities at the IVJCC and assume no liability or responsibility for loss or damage by exhibitor due to fire, theft, breakage or any other reason.

Show Management and the Exhibitor agree to waive the right of subrogation by their insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property.

Show Management, its staff, employees, or agents shall not be liable for any restrictions imposed on any Exhibitor by any governmental agency.

18. INDEMNITY: The Exhibitor is solely responsible for any injury or death, or damage to property occurring in or upon any portion of the IMPERIAL VALLEY EXPO leased or used by Exhibitor which are caused by the acts or omissions of Exhibitor, or its employees, representatives, servants, agents, licensees, invitees, patrons, guests, or contractors. Exhibitors shall defend, indemnify and hold harmless Show Management, its officers, employees, and agents from and against any and all claims, demands, actions, causes of actions, penalties, judgments, and liabilities of every kind and description (including court costs and reasonable attorney's fees) for injury to and death of persons, and damage to and loss of property which are caused by, arise from or grow out of Exhibitor's use or occupancy of the premises or from any breach by Exhibitor of any condition of this contract, or from any act or omission of exhibitor, or its' employees, representatives, servants, agents, invitees, patrons, guests, licensees, or contractors.

19. EXHIBITOR REPRESENTATIVE: The signer of this Agreement shall be the official representative of the Exhibitor and shall have the authority to act on behalf of the Exhibitor in all matters relating to the Show.

I, the duly authorized representative of the Lessee intending to be bound hereby, have read and signed the Business Showcase 2012 Exhibit Space Lease and Rules and Regulations and on behalf of the Lessee subscribe and agree to all terms, conditions, covenants, and authorizations contained herein.