

TERMS & CONDITIONS OF CONTRACT

1) NORTH COUNTRY ENTERPRISES: The listed shows are produced by North Country Enterprises (NCE). In the enforcement and interpretation of the following terms, the decision of the Show Director is final.

2) ELIGIBLE EXHIBITS: NCE reserves the right to determine the eligibility of any company or product for inclusion in the show and reserves the right to prohibit and / or remove any exhibit in whole or part, or any exhibitor with or without giving cause. NCE has the final right to cancel any contract.

3) ASSIGNED EXHIBIT SPACE: NCE reserves the right to make final determination of all space assignments in the best interest of the show. NO EXHIBITOR SHALL ASSIGN, SUBLET OR SHARE THE ALLOTTED SPACE WITH ANOTHER BUSINESS OR FIRM. Exhibitors are not permitted to feature names or advertisements or non-exhibiting manufactures, distributors or agents in the exhibitor's display. Exhibitor must show / display only goods manufactured or distributed by them. Exhibit booths are to be manned during show hours. All display items and sales activities are to be confined to the assigned area. Wandering solicitation is not permitted. No literature is to be passed out in the parking areas, show entrances or common public areas. No exhibit items are to be removed during the show. Prior approval must be obtained from the NCE in writing for raffles, drawings, contests or other promotions including the distribution of food samples.

Exhibitors are not permitted to sell or distribute intoxicating liquors or malt beverages. Obnoxious behavior and fraudulent activities are prohibited and subject to immediate expulsion from the show facility.

4) EXHIBITOR INSTALLATION AND REMOVAL: Exhibitors must comply with the specified move-in / move-out times and instructions as presented by NCE. Exhibitors are liable for damages caused to the exhibit facility and booth equipment. The application of paint, lacquer and other similar products inside of the facility is prohibited. THE USE OF SPRAY TYPE CLEANERS IS STRICTLY PROHIBITED. Exhibitors are responsible for keeping display areas clean and for the removal of all rubbish, boxes, papers, and cartons. No adhesive backed decals and helium filled balloons may be distributed. Signs, banners, and decorations are not to be taped, nailed or stapled to walls, doors, columns, booth equipment or painted surfaces.

5) FIRE, SAFETY AND HEALTH: Exhibitors must comply with all federal, state, local, and facility rules and regulations. Exhibitors are to provide safety guards or shields for moving equipment, sharp objects or parts such as chains, belt drivers and augers. Combustible fuels are not permitted inside the exhibit facilities. All gasoline caps on display vehicles must be taped or locked shut. Battery cables must be disconnected.

All firearms and weapons of any kind are prohibited in the exhibit facility and / or exhibit space.

6) TAXES AND LICENSES: Exhibitors are responsible for all taxes, licenses and fees that may be required. The Exhibitor is solely responsible for any and all trademark and copyright material displayed.

7) LIABILITY AND INSURANCE: Exhibitors must have in effect for the duration of the contracted shows (including move-in and move out periods) a policy of general public liability insurance against claims for personal injury or death in minimum limits or \$1,000,000 per occurrence / per aggregate: \$500,000 per occurrence / per aggregate property damage. Product liability is the sole responsibility of the exhibitor.

The exhibitor, upon execution of this contract, expressly agree to make no claims whatsoever against NCE, the exhibit facility, co-sponsors or other contractors for loss, theft, damage or destruction of goods; not for any injury to self or employed persons; nor for any damage of any nature, including any damage to business by reason of the failure to provide space for the exhibit, or the removal of the exhibit; nor for any action of any nature by NCE, its employees, sub-contractors and / or co-sponsors. NCE is not responsible for any loss or damage that may result from theft, fire, strikes, accidents or other destructive causes.

8) UNOCCUPIED SPACE: NCE reserves the right, should any exhibitor's space remain unoccupied after the opening of the show, or should any space be forfeited due to failure to make payment in full, to rent same space to any other exhibitor, or use such space for other purposes. This claim does not void the obligation of the exhibitor to pay the full amount specified on this contract.

9) EXHIBIT FEES: No refunds will be made to exhibitors who fail to exhibit at the contracted shows. All fees received for exhibit space are non-refundable unless the event is canceled in its entirety by NCE; such refunds to be limited to the amount already paid by the exhibitor. However, exhibitors will not be reimbursed if a show is canceled, postponed or curtailed due to an act beyond the control of NCE. Exhibitors are not allowed to occupy an exhibit area without full payment being made.

10) The exhibitor agrees to all terms and conditions of this contract as listed on both sides.