

## 2020 Exhibitor Contract Terms & Conditions

**1. Expo Management:** The term "Expo Management" as used herein shall mean Goodwill of Western and Northern Connecticut (GWCT).

**2. Eligible Exhibits:** Expo management reserves the right to determine the eligibility of any company for inclusion in the Expo. No exhibitor shall exhibit in the space allocated to them any merchandise other than that specified in this application.

**3. Food & Beverage:** Exhibitors are not allowed to sell, distribute or sample any type of food or beverage items in any way whatsoever. These restrictions are to abide by the rules and regulations set forth by the convention center.

**4. Limitation of Liability:** The exhibitor hereby agrees to indemnify, defend and protect Expo Management, Expo Sponsors, and the facility against, and hold and save Expo Management and the facility harmless from, any-and-all claims, demands, suits, liabilities, damage, loss, costs, attorney fees and expenses of whatever kind or nature which might arise out of any action or failure to act of the exhibitor or any of its officers, agents, employees, or other representatives, including but not limited to claims of damage or loss to property or harm or injury to a person or persons. The exhibitor agrees to make no claim for any reason whatsoever, including negligence against Expo Management, its members or agents or employees, or the sponsors, or the lessors or owners of the exhibit premises for loss, theft, damage or destruction of property; nor any injury to themselves or employees while in the exhibit area.

**5. Building Regulations:** It is understood that the exhibitor shall not deface the premises in any way. Exhibitors will not be permitted to drive nails, hooks, tacks or put up decorations or adhesive that would deface the premises. The use of helium balloons is prohibited in the Convention Center.

**6. Insurance & Certificate of Insurance:** Expo Management is not responsible for loss or damage to exhibitor's property; and in the event the exhibitor desires to have the goods, samples and other property brought upon the exhibition premises insured against loss due to any cause, he shall obtain such insurance at his own expense. The exhibitor can, at no cost to Expo Management obtain 1. A Certificate of Insurance naming Expo Management, Expo Facility, and Sponsors as additional Insured for the duration of the Expo. Details to be provided. 2. Workers compensation employers liability insurance for his own employees. Insurance is not mandatory.

**7. Cancellation and Refund Policy:** (a) Exhibitor agrees to notify Expo Management in writing if it needs to change its booth size, change its company listing and/or contact information, as well as if it needs to cancel out of the expo. (b) Written cancellation received by Expo Management by August 1, 2020, a cancellation fee of 50% of the total booth cost will be assessed. (c) Sponsorships are non-refundable. (d) Written cancellation received after August 1, 2020 there is no refund.

**8. Amendment to the Rules:** Expo Management reserves the right to adopt, orally or in writing, any additional rule or regulation, move or remove an exhibit, or take any further action if Expo Management deems such action necessary for the good of the Expo. Said action shall have the same force and authority as though fully incorporated in the agreement herein.

**9. Acts of God, Fire, Strikes, Etc.:** In the event that any outside cause, such as war, fire, strike, government action, or other emergency, or event of "force majeure" prevents the exhibit from being held, Expo Management may retain such part of exhibitor's rental as shall be required to recompense Expo Management for expenses incurred up to the time such contingency shall have occurred and Expo Management shall not be responsible for any of exhibitors expenses or damages resulting from such a cancellation or postponement of the exhibit.

**10. Compliance with Laws:** Exhibitors must comply with all laws, rules, regulations and ordinances in force. In addition, exhibitors are subject to the terms and conditions of the lease between Expo Management and the lessor or the exhibit premises.

**11. Expo Location:** If for any reason, Expo Management determines that the location of the Expo should be changed, or the dates of the Expo changed, no refund will be due the exhibitor, but Expo Management shall assign to the exhibitor, in lieu of the original space, such other space as Expo Management deems appropriate and the exhibitor agrees to use such space under the terms of this agreement. Expo Management shall not be financially liable or otherwise obligated in the event the Expo is postponed or relocated.

**12. Taxes and Licenses:** Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local, state, or federal law applicable to their activity at the exhibition. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authorities at the exhibition.

**13. Connecticut Law:** This Agreement shall be deemed made in the State of Connecticut and shall be construed in accordance with the laws of the State of Connecticut applicable to contracts entirely made and performed therein.

**14. The Entire Agreement:** This agreement contains the entire agreement of the parties hereto with respect to the matters embraced herein and may not be modified, discharged or terminated, except by a written instrument, signed by the party to be charged.