



## TERMS OF AGREEMENT - RULES AND REGULATIONS

**INSURANCE AND LIABILITY; INDEMNITY.** Neither AAA Ohio Auto Club ("AAA") nor Veterans Memorial ("Center") shall be responsible for loss or damage occurring to the Exhibitor's property from any cause. Small and valuable exhibit materials should be packed away each night. Exhibitor agrees to protect and hold harmless AAA and the Center against any and all claims for loss, injury or damage to persons or property arising out of the activities (whether negligent, intentional or reckless) of the Exhibitor, his agents, employees, invitees, licensees, or guests, to defend AAA and the Center against any and all such claims and to reimburse and indemnify AAA and the Center for any loss, damage, expense (including, but not limited to, reasonable attorneys' fees) or payment suffered thereby. The exhibitor shall maintain in effect and, upon request, shall supply AAA with certificates of insurance for comprehensive general liability insurance with combined bodily injury and property damage limits of \$500,000 each occurrence and \$1,000,000 aggregate, and an umbrella liability insurance policy with limits of \$1,000,000.

**EVENTS OF DEFAULT; TERMINATION OF AGREEMENT.** Exhibitor shall be in default under this Agreement if (a) it fails to perform any of the terms and conditions of this Agreement or abide by the rules and regulations; (b) it becomes insolvent or unable to pay its debts when due or becomes the subject of a petition or other action seeking bankruptcy, reorganization, or any arrangements with creditors; (c) it fails to maintain the exhibit space as to appearance, signs, and cleanliness in a manner reasonably suitable and in keeping with the character and quality of the Show; (d) it causes undue noise, litter, or odor not in keeping with the character and quality of the Show; or (e) any of its agents, employees, or other representatives engage in any conduct at the Center during the Show which, in the judgment of AAA, is offensive to the character of the Show. This Agreement may be terminated by AAA at any time upon the occurrence of any such defaults as described in the preceding sentence, and thereupon may be terminated by AAA as liquidated damages for such breach, and AAA may thereupon resell said space. If any such default has occurred, AAA reserves the right to prohibit, close, remove, or eliminate any exhibit, display, sign or other property, or to require the Exhibitor to discontinue any conduct or action, which is not suitable to or in keeping with the character and quality of the Show or which may be detrimental to AAA's reputation whether or not such thing or action is addressed by this Agreement or the rules and regulations. AAA shall not incur any liability in connection with the exercise of its rights under this paragraph.

**DESTRUCTION OF PROPERTY.** In case the premises are destroyed by fire or the elements, or by any other cause, or if any circumstances whatsoever, including strikes shall make it impossible for AAA to permit any Exhibitor to occupy the premises, the Exhibitor shall pay for the space only for the period the space was or could have been occupied by such Exhibitor. AAA is released from any and all claims for damages which might arise in consequence thereof. In the event, that, for any reason, the Show is not held as proposed, the Exhibitor shall receive a refund of any amounts paid on exhibit space, less reasonable deductions for overhead, expenses incurred, and such refund shall release AAA from any and all claims and damages.

**SUBLETTING.** The Exhibitor shall not assign, delegate, sublet, donate, hypothecate or otherwise transfer this Agreement, or the space which it has reserved under this Agreement, either partially or in its entirety, or any of its duties, responsibilities, obligations or liabilities hereunder, and any such purported assignment, delegation or transfer shall be null and void without prior written consent of AAA. However, if AAA consents to an assignment, delegation, subletting, donation or other transfer of the Agreement, either partially or in its entirety, the Agreement shall be binding upon and inure to the benefit of the other parties, their heirs, personal representative, successors, and assigns.

**BUILDING RULES AND CITY ORDINANCES.** The Exhibitor agrees to obey all rules of the Center which hereafter may now be in existence or which hereafter may be made, and to abide by the rules and regulations of the Columbus Departments of Building, Fire, Health, and such other Departments whose duties embrace regulations of exhibits, etc.

**CARE AND USE OF SPACE.** Exhibitors shall care for and keep in good order space occupied by them and surrender such space at the close of the Show in the same condition as it was when it was taken over. If the space occupied shall be damaged by the participants, employees, patrons or guests, Exhibitor shall pay such claims as are necessary to restore the space to its original condition.

All sales, taking of orders for future delivery, conferences, lectures, displays and distribution of literature will be limited exclusively to the exhibits and must be conducted in a dignified manner consistent with the overall theme of the Show within the confines of leased space. No laser pointers, noise making devices, public address systems and/or sound systems of any type shall be allowed without specific prior written approval of AAA. No balloons or distribution or placement of stickers to or on persons or Center grounds will be permitted. All exhibitors must have attendants during Show hours. All rubbish must be placed in the aisles by the close of the Show each evening.

**DECORATION OF BOOTHS.** No exhibit structure (display/signs) may extend more than 8' in height on back line, nor exceed an 8' height from the back line 1/2 the depth of the booth to the aisle. Exhibitor's display decorations may not obstruct other displays nor project into aisles. Complete floor covering is required in all exhibits. All decorations must be flame-proofed and pass inspection by all designated authorities of the City of Columbus. No cut evergreens can be used for decorative purposes unless flame-proofed. All electrical use in the exhibit area must comply with the OSHA National Electrical Code. Exhibitor expressly understands and agrees that by reserving the space which is the subject of this Agreement, the Show may be promoted and advertised indicating that said Exhibitor will be exhibiting at the Show.

Moreover, Exhibitor expressly understands and agrees that failure to utilize the space reserved will cause irreparable injury to AAA above and beyond the contract fee. Consequently, Exhibitor hereby expressly agrees to actively utilize and appropriately decorate, in a manner consistent with the Show theme.

**INSTALLATION AND REMOVAL OF EXHIBITS.** All exhibits must be ready for the opening of the Show. AAA will not allow any moving of exhibits after the opening of the Show. Any exhibit space not occupied by 12 p.m. on the day of show opening will cause the Exhibitor to be in default of this Agreement. Exhibitor will not be permitted to dismantle their exhibits or do any packing prior to the official closing of the Show. No items shall be removed while the Show is in progress. All exhibits must be removed from the Center by 12 p.m. on the day following Show closing. Any merchandise or other property left in the Center beyond this specified time will be removed to a separate warehouse and Exhibitor will be charged for moving and storage costs relating to the removal and storage of such merchandise and property.

**SHIPPING INSTRUCTIONS AND SERVICE FORMS.** A complete service packet will be sent to Exhibitor by AAA prior to the show.

**CONTESTS AND PRIZES.** All contests, prize registrations and/or prize give-aways of any type whatsoever must be approved by AAA in writing at least 7 business days prior to the commencement of the Show. Any and all prizes and/or contest awards of any type won or registered for at the Show must be awarded to the winners prior to the close of the Show. Prize registrations may not be sold to any company or corporation. All prize give-aways must conform to Ohio and Federal Law and must be "FREE" to winner with no accompanying cost. "Prizes" that are given away must be a product/service that is pertinent to the Exhibitor's place of business. No prizes will be approved if they do not directly reflect the Exhibitor's business.

**SECURITY.** Security will be maintained 24 hours a day to guard the buildings during the Show. However, it is understood and agreed by the parties hereto that AAA is not an insurer and that insurance, if any, covering personal injury and property loss or damage to any of the Exhibitor's property shall be the sole responsibility of the Exhibitor. Exhibitor expressly understands and agrees that the payments provided for under this Agreement are based solely on the value of the service and/or space as set forth herein and are unrelated to the value of the Exhibitor's property or the property of any of the others located on the Show premises. The Exhibitor expressly understands and agrees that AAA makes no guarantee or warranty including any implied warranty that the security provided hereunder will avert or prevent occurrence or the consequences therefrom which the security is intended to detect or avert.

**GENERAL.** AAA reserves the right to decline or prohibit any services, give-aways, contests or exhibits or portions thereof, and to permit only such matter of conduct as shall be approved by it. AAA reserves the right to make location/space changes, with no advance notice to the Exhibitor, that will, in the opinion of AAA, be of benefit to the Show. AAA reserves the right to label exhibitor literature with AAA Ohio Auto Club contact information.

Should any term, condition or provision of this Agreement be found to be invalid or unenforceable, such finding shall in no way affect the validity or enforceability of any of the other terms, conditions and provisions hereof, and such terms, conditions and provisions shall be valid and enforceable as if the invalid or unenforceable term(s), condition(s) or provision(s) was (were) never a part hereof.

This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio. No claim, demand, action, proceeding, litigation, arbitration, hearing, motion or lawsuit arising herefrom or with respect hereto shall be commenced or prosecuted in any jurisdiction other than the State of Ohio, and any judgment, determination, finding or conclusion reached or rendered in any other jurisdiction shall be null and void between the parties hereto. All rights of AAA expressed in this Agreement are cumulative and are in addition to any other rights it may have under the law or in equity.

AAA shall have the right to deny use of exhibit space to any prospective Exhibitor who intends to exhibit merchandise or services which, in the opinion of AAA, do not constitute merchandise or services in keeping with the character and quality of the Show. AAA has the right to remove from the Center, or prohibit the admittance to the Center of, any person who engages or has engaged in conduct in the Center during the Show which, in the judgment of AAA, is offensive to the character of the Show. AAA has the right to refuse to enter into any future agreements with Exhibitor with respect to the use of exhibit space in future shows for any or no reason.

Exhibitor expressly understands and agrees that AAA has entered into this Agreement by the representation of the Exhibitor that it will abide by and be bound by the terms of this Agreement and the rules and regulations hereunder which apply to said Exhibits. The Exhibitor, therefore, agrees that in the event of the breach of any term, condition, rule, regulation and/or other covenant or restriction hereunder that money damages would not adequately and completely compensate AAA. As a result, AAA shall be entitled to injunctive relief in a court of competence jurisdiction hereunder in addition to any and all other remedies provided within this Agreement or available to it as law.

**AMENDMENTS AND INTERPRETATIONS OF RULES AND REGULATIONS.** AAA shall have full power to interpret and/or amend these rules and regulations in any manner which AAA deems appropriate. The decision of AAA must be accepted as final in any dispute between Exhibitor or any situation not covered by this Agreement.