

RULES & REGULATIONS

Exhibitor agrees to be bound by all rules and regulations hereunder and to abide by the rules and regulations of the International Association of Exposition Management. Exhibitor further agrees to be bound by (i) all applicable fire, utility and building codes and regulations, (ii) any rules and regulations of the facility where the MVC will be held, (iii) the terms of all leases and agreements between OVMA and the managers or owners of said facility and (iv) the terms of any and all leases and agreements between OVMA and any other party relating to the MVC.

SPACE ASSIGNMENT

Exhibitor shall be assigned to the booth(s) selected in the online Booth Selection application. The OVMA assumes no responsibility for the location of competitors of Exhibitor prior to or after Exhibitor's space selection. In the event it is necessary for the OVMA to revise booth space assignments, the OVMA will do so only with the consent of Exhibitor. Upon completion of the online selection of booth space by Exhibitor, the selected booth space shall be placed in a "hold status" preventing other exhibitor's from selecting the space. The space shall remain in a "hold status" until final OVMA contract acceptance and all rental payments have been received by the OVMA in accordance with the Payment Terms herein.

An exhibitor occupying multiple booth spaces directly across the aisle from each other is prohibited from bridging the aisle as part of the exhibit or from using any floor covering in the aisle other than that furnished by the official decorating company.

All exhibits must maintain sufficient visibility so as not to block the view of adjacent exhibits. No walls, partitions, decorations or other obstructions may be erected which in any way interfere with the view of any other exhibitor. Exhibitors who are blocking other exhibitors' line of sight will be asked to re-set their booth layout.

INDEMNIFICATION

The parties hereby agree to indemnify, hold harmless and defend the other party, its officers, directors, partners, agents, members and employees from and against any and all liability, responsibility, loss, damage, cost or expense of any kind whatsoever (including but not limited to cost, interest and attorney's fees) which said party may incur, suffer, be put to, pay or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission by the other party or any of its officers, directors, partners, agents, members or employees. The foregoing notwithstanding, the OVMA and its officers, directors, partners, agents, members and employees shall not be responsible in any way for (i) damages to or loss or destruction of any property of Exhibitor or (ii) injury to Exhibitor or its representatives, agents, employees, licensees or invitees.

INSURANCE

All exhibitors must obtain and maintain appropriate insurance to cover any liability which may arise pursuant to this Contract and the OVMA shall be named as an additional insured. COI must be submitted by **Feb. 1, 2018**.

OVMA must have this document on file before you are able to set up your booth. All exhibiting companies must send a copy of their liability coverage to the OVMA.

BOOTH & EXHIBITOR ACTIVITIES

Exhibitor shall be responsible for providing and paying for all materials and equipment necessary for Exhibitor to participate in the MVC. Exhibitor shall notify the OVMA if animals or entertainers will be a part of the Exhibitor's booth. Additionally, Exhibitor shall be responsible for obtaining and paying for all music licensing fees associated with any music to be played in conjunction with Exhibitor's booth. The OVMA reserves the right to limit the use of any music in the Exhibit Hall the OVMA determines is offensive or infringes upon the rights of other Exhibitors.

All activities of Exhibitor, including but not limited to, product demonstrations/presentations, literature distribution, and sales lead generation, shall take place only within the perimeter of Exhibitor's space and shall not obstruct aisle ways or common areas, or infringe upon the space or rights of other Exhibitors. Such regulations on activity shall apply to all employees of Exhibitor as well as employees of affiliated companies permitted to participate in Exhibitor's booth. Balloons of any kind are prohibited on show floor.

In no event shall Exhibitor display literature or other materials in any location outside of Exhibitor's space, unless otherwise approved by the OVMA.

Purchases, refunds and contracts executed in the Exhibit Hall shall be governed by the laws of Ohio.

For the safety of MVC attendees, exhibitors may not leave early without prior approval. Any company that begins tearing down or vacates the premises before 6 p.m. on Saturday, Feb. 24, may be prohibited from exhibiting at the 2019 MVC.

DEMONSTRATION ANIMALS

Exhibitor agrees to abide by all rules and regulations of the facility where the MVC will be held as pertains to the use of demonstration animals within Exhibitor's booth.

MVC CANCELLATION OR POSTPONEMENT

In the event the MVC is postponed due to acts of God, government regulation, war, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities or any other emergency beyond the reasonable control of the OVMA or Exhibitor, then the performance of the parties hereunder shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement. In the event such occurrences result in the cancellation of the MVC, the obligations of the parties hereunder shall be automatically terminated and all rental payments made under this Contract shall be refunded to Exhibitor.

ASSIGNMENT & SUBLEASE

Exhibitor shall not sublet the booth space associated with this Exhibit Space Contract, nor shall Exhibitor assign this Contract in whole or in part without the prior written consent of the OVMA.

EXHIBITOR CANCELLATION

Notwithstanding the foregoing, Exhibitor shall have the right to cancel this Contract at any time by written notice to the OVMA. In the event the cancellation notice is received on or before **Dec. 1, 2017**, the OVMA shall refund any rental payments already made by Exhibitor, less a 25% cancellation fee. If the cancellation is received after Dec. 1, 2017, Exhibitor expressly waives any rights to a refund of any monies paid made as of the date of cancellation. Under all circumstances, the OVMA retains the right to resell any booth space canceled by Exhibitor. Payments made to the OVMA are non-transferable.

SECURITY

The OVMA does provide limited guard service throughout the hours of installation, show and dismantling periods. However, the OVMA, the show facility or any officer or staff member thereof will not be responsible for the property or the personal safety of Exhibitor, its agents or employees, from theft, damage by fire, accident or any other cause. Exhibitor is required to provide all insurance and/or policy riders to cover all booth contents.

EXHIBITOR SERVICE KIT

The MVC Show Decorator Exhibitor Service Kit will be available on-line via the Exhibitor Service Center approximately 90 days prior to the MVC. Orders for show services will only be accepted from those Exhibitors that have either made the required deposit or have paid for booth space in full according to the Payment Terms defined in this Contract for Exhibit Space.

EXHIBITOR NAME BADGES

As part of Exhibitor's online account, Exhibitor shall be able to pre-register booth staff beginning in December. All pre-registrations must be received no later than **Feb. 15, 2018**.

Any booth staff registering on-site must provide company identification in the form of a company ID badge or a company business card.

- 10x10 booth spaces receive 5 badges at no charge
- 20x21 booth spaces receive 30 badges at no charge
- 30x31 booth spaces receive 50 badges at no charge

Exhibitor badges are ONLY for use by Exhibitor employees and employees of affiliated companies permitted to participate in Exhibitor's booth. Additional badges for these employees or employees of affiliated companies are available for a fee of \$20 per badge. **Exhibitors may not provide badges to customers or other individuals not employed by the Exhibitor (or an affiliated company). Violation of this provision will result in the loss of all previously accrued exhibitor appreciation points used in making booth selection and the exhibitor agrees to pay a \$500 penalty.** Exhibitor name badges may not be used to attend CE sessions and no CE credit verification will be provided. Exhibitors may purchase Exhibit Hall-Only passes for customers in advance for \$20.

PAYMENT TERMS

A deposit of 50% of Exhibitor's booth space rental fee is due within 30 days of Exhibitor's online selection of Exhibit Space. If such deposit is not received within the 30 days, the selected space shall automatically become available for reservation by another exhibitor. All remaining booth space rental fees are due no later than **Jan. 26, 2018**. Full payment for booth space must be made at the time of online selection of space for those booth spaces reserved after Jan. 26, 2018.

ACCEPTANCE OF CONTRACT

Exhibitor agrees that by selecting the box marked "I Agree" at the end of this Exhibit Space Contract, that such acceptance shall be deemed to be the same as Exhibitor's signature. Further, the person completing the online booth selection and acceptance of this Contract for Exhibit Space warrants and represents that he or she is authorized to bind Exhibitor's company to this Contract for Exhibit Space.

The OVMA reserves the right to make the final decision on contract acceptance.