

Superbowl Bridal Fair

TERMS & CONDITIONS

Exhibitor Agreement: The Terms & Conditions along with the adjoining Contract Agreement comprise the entire agreement between Sounds of Music and the Exhibitor for the Superbowl Bridal Show. The Contract Agreement for the Superbowl Bridal Show presented by Sounds of Music will not be processed if an incomplete, unsigned, or illegible Contract is submitted. The parties agree that, if a signed copy of the agreement is transmitted by Facsimile or E-mail, the said copies shall be deemed to be an original document, fully enforceable there as. Sounds of Music agrees to provide Exhibitor booth space at the Superbowl Bridal Show according to the Terms and Conditions listed below and for the hours determined by Sounds of Music. Sounds of Music will not guarantee any exclusive right to any exhibitor in any product category and reserves the right to refuse any exhibitor/advertiser. **Note:** *The Contract Agreement, when signed by Exhibitor, constitutes a binding legal agreement. The Exhibitor agrees that upon acceptance of the Contract Agreement by Sounds of Music, with or without appropriate payment, this Contract shall become a legally binding contract, enforceable against the Exhibitor in accordance with its terms.*

Exhibitor Fees: Exhibitor shall pay the required deposit amount to Sounds of Music upon execution of the Contract Agreement. Exhibitor shall pay all remaining portions before the due date listed on the adjoining Contract Agreement. All amounts due to Sounds of Music under this agreement are unconditional obligations of Exhibitor and shall be paid to Sounds of Music as described herein and are non-refundable. Under no circumstances will the Exhibitor be permitted to occupy its exhibit space if full payment has not been received. If Exhibitor's assigned booth is empty at 1 PM the day of the show, Exhibitor's rights to the booth hereunder shall be terminated, and all monies paid to Sounds of Music hereunder shall be retained by Sounds of Music, all as liquidated damages. The parties agree that a monthly charge of 1.5% shall be added to past due accounts and if Exhibitor defaults, 25% of the unpaid balance shall be added to the amount past due as liquidated damages. Furthermore, Sounds of Music shall be entitled to receive from Exhibitor reasonable attorney's fees together with court costs and all expenses incurred to collect said debt if this Contract is breached in any way.

Exhibitor Cancellation: No Bridal Show space may be cancelled or withdrawn once the Contract Agreement is signed, except pursuant to other provisions of the Contract. If Exhibitor proves just cause to qualify for cancellation and Sounds of Music deems just grounds for request of cancellation then it must be in writing no later than 30 days before the scheduled Bridal Show and shall become effective when received by Sounds of Music; the deposit being withheld unconditionally. Both the Exhibitor and Sounds of Music acknowledge that Sounds of Music will sustain losses if the Exhibitor cancels Contract Agreement after said time frame. Therefore, all payments made or due to Sounds of Music shall be fully earned and deemed non-refundable, in consideration for expenses incurred by Sounds of Music and its lost or deferred opportunity to provide exhibit space to others.

Exhibit Space: Exhibit space is based on the type of Contract Agreement purchased. Space selection will be handled on a first-come, first-serve space-available basis. While every effort will be made to honor requested booth locations, Producers reserve the right to determine the final layout of the Show and Sounds of Music may change the floor plan or booth assignments upon sole discretion. Exhibitor may not assign, sublease, or otherwise share the booth or its rights under the contractual agreement. Exhibitor agrees to be held liable for any such unauthorized use of its exhibit space and that the damages to Sounds of Music resulting from each unauthorized use will be set at a dollar amount equal to the fee for the Exhibitor's space in the Show. Only the company name listed on the Contract is considered an official Exhibitor. Exhibitors are restricted from handing out publications that have non-exhibitors in them or from displaying information at their booths from a non-paying vendor without prior permission.

Exhibitor Occupancy: If the Exhibitor does not occupy their exhibit space, Sounds of Music may occupy or cause said space to be occupied as it may deem best for the interest of Sounds of Music without any way releasing the Exhibitor from any liability hereunder. Furthermore, if the Exhibitor does not occupy/staff the space, all rights of the Exhibitor will be revoked. Exhibitor's rights to the booth hereunder shall be terminated, and all monies paid to Sounds of Music hereunder shall be retained by Sounds of Music, all as liquidated damages. No refund will be made to any Exhibitor for spaces assigned and not occupied by 1 PM on both days of the show.

Exhibit Operations: Exhibits must be designed and operated in a manner that respects the rights of other exhibitors and guests. Booths must be staffed at all times during scheduled show hours and personnel must confine their activities to the exhibit space of the Exhibitor by whom employed. Exhibitor displays, decorations, & products may not exceed the boundaries of the exhibit space assigned to or protrude into the aisles. Any Exhibitor who distributes food samples agrees to follow basic food safety guidelines. Exhibitors are responsible for payment of fees, royalties or fines for use of work that is protected by copyright, patent or trademark. Premature dismantling of and/or failure to fully staff said space during the entire show will result in the forfeiture of the exhibit space. No exhibit or portion thereof may be removed from the exhibit facility during the event and Exhibitor agrees to remove all belongings and other items, including trash, from its booth at the end of the Show.

Property Responsibility: In no case will Sounds of Music be responsible for theft, loss or damage to Exhibitor's product or display booth while exhibiting at show. Exhibitor agrees that it is wholly responsible for protecting its personal property on show premises. Exhibitors remain solely liable for the safety of their exhibits and all bunting, draperies or other fabrics must be fireproofed before use in the decoration of any exhibit. Displays must adhere to all local, state, and federal laws and fire regulations. Sounds of Music reserves the right to prohibit or remove any display deemed to be inappropriate or not in the best interest of the Bridal Show. Exhibitors are encouraged to secure their exhibits and products and insure their property from the time it leaves their store or warehouse until it returns, at their own expense.

Liability and Insurance: The Exhibitor agrees to obtain general liability insurance, property insurance to sufficiently cover exhibitor's property and contents, and workmen's compensation. Exhibitor agrees to hold harmless Sounds of Music, Stranahan Theater, The Premier Banquet Complex, and their contractors, agents, officers, and employees against claims, losses, suits, damages, judgments, expenses, costs and charges of every kind, including attorneys' fees resulting from its occupancy of the exhibit space contracted for, by reason of personal injuries, death, or property damages sustained by any person. Failure by Sounds of Music to request proof of insurance shall not relieve Exhibitor from carrying proper coverage. The Exhibitor understands that neither Sounds of Music, The Stranahan Theater, or The Premier Banquet Complex maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

Lead List: The Bride Lead List is established for Superbowl Bridal Show Exhibitors **ONLY**. Exhibitors recognize that the lead list is the exclusive property of Sounds of Music and is provided for the sole use of the Exhibitor to use only as a direct business marketing tool. It is further understood and agreed that the Exhibitor shall not under any circumstances copy, lend, sell, trade or share in any way the information provided in the Registered Bride's Lead List Information to a third party. This list is for exclusive use of Bridal Fair participants. Understand in signing the Contract Agreement you have a contractual agreement to keep this list confidential, as it is coded and protects you from unauthorized use. If this information is used or threatened to be used in an unauthorized manner, Sounds of Music shall be entitled to seek relief in any court of competent jurisdiction, including but not limited to injunctive relief, actual and punitive damages, reasonable attorney fees, costs and any and all other expenses incurred. Exhibitor agrees not to use the list or permit the list to be used to promote any other business bridal or weddings related show or event, including Vendor's participation within such an event, and that damages suffered by Sounds of Music due to violation of each such use will be set at a dollar amount no less than \$500, additionally resulting in exclusion from future shows.

Force Majuer: In the event the Superbowl Bridal Fair is delayed, rescheduled, or cancelled due to circumstances beyond control of Sounds of Music, including but not limited to an act of God, war, not sovereign conduct, catastrophic event, natural disasters or the conduct of third parties, that this agreement remains in full force and effect during any delay or as rescheduled, and shall terminate if cancelled, with all sums paid by Sounds of Music refunded.

Severability: If any clause of the Contract Agreement and its Terms & Conditions are found to be invalid or unenforceable, the remainder of the agreement shall continue in full force and effect without regard to the invalidated clause.