

# Southern New England Golf Expo Exhibitors Agreement & Application

## Rules and Regulations

1. **Binding Contract:** The application and agreement for exhibit space (the "Agreement") including these rules and regulations and any amendments for additions thereto, shall constitute a binding contract between the Exhibitor and the Management (Boys & Girls Clubs of Providence) upon acceptance in writing by Management. The Management reserves the right to determine, in its sole discretion, whether a prospective Exhibitor shall be eligible to participate in the Exposition.
  2. **Exhibition Space Allocation:** The Management will assign exhibit space to Exhibitors in the order which applications for the same are received. If any applicant's choice of exhibit space have been previously assigned, the Management shall have the right, in its absolute sole discretion, to assign to such applicant such exhibit space as the Management considers to be the best remaining available exhibit space. The Management reserves the right, in its sole and absolute discretion to modify the exhibit space allocation at any time and determine the final arrangement of exhibits, as it shall deem necessary or desirable in order to produce the most effective layout.
  3. **Installation and Removal:** exhibitors will be given sufficient time to install and remove their exhibits as will be specified in the Exhibitor Service and Information Manual (the "Exhibitor Kit") to be furnished separately to each Exhibitor prior to the Exposition. Each Exhibitor hereby agrees to comply with all instructions, conditions rules and regulations contained in the exhibitor kit, and such instructions, conditions, rules and regulations shall be deemed to be included within the Agreement between the management and each exhibitor..
  4. **Available Services and Equipment:** The Management will designate certain exposition contractors to provide, among other services and materials, the following: an Exposition floor plan, furniture, booth and floor decorations sign and electrical services. All exposition contractors, and the services and materials to be provided by them, will be specified in the Exhibitor Kit to be furnished to each Exhibitor prior to the Exhibition. The Management assumes no responsibility or liability for any service performed or materials supplied by the exposition contractors.

Each Exhibitor will be supplied with standard booth equipment consisting of a rear background of curtains on a frame not to exceed 8 feet in height, two side dividers of curtains on frames not to exceed 3 feet in height, one 6 foot table (covered) and two folding chairs
  5. **Use of Exhibit Space:** Exhibitor may not sublet, assign or apportion any part of the exhibit space allotted to them nor represent, advertise or distribute literature for the products or services of any other firm or individual, except as approved in writing by the Management. No Exhibitor will be permitted to display outside of the confines of its assigned exhibit space.
  6. **Restrictions:** The Management reserves the right to restrict exhibits which, because of noise, method of operation or any other reason, become objectionable to the Management and/or public attending the exposition or otherwise detract from or are out of keeping with character of the exposition as a whole. Management may prohibit installation or request removal of discontinuance of any exhibit which continued, departs substantially from the design and description given in advance approval. In the event of any such restriction, prohibition or removal, the Management shall not be liable for any refund of exhibit space rental fee or for Exhibitor's cost and expenses incurred in connection with such restriction, prohibition or removal.
  7. **Care Of Premise:** No part of any exhibit and no sign or other materials may be pasted, nailed or otherwise affixed to the walls, doors or any surface in any way that might damage the exhibition premises or booth equipment or furnishings. Any damages resulting from failure of an exhibitor to comply with this condition shall be payable to the Management by the Exhibitor. All display material exposing unfinished surface to the neighboring display booths will not be permitted and must be finished at exhibitor's expense. Management reserves the right to have such finishing done at charge the exhibitor for all cost and expenses incurred.
  8. **Fire and Safety Laws:** The Exhibitors hereby agree to comply with all federal, state and local fire and safety laws. Cloth and non fire retardant materials must be flame proofed. Electrical wiring must comply with Fire Department and insurance underwriters' rules. Aisles and fire exits may not be blocked by exhibitor displays. All exhibitor equipment and property must be confined within exhibitor's booth space.
  9. **Alcoholic Beverages and Cigarettes:** The sale and use of alcoholic beverages and cigarettes or other smoking materials during the exposition is prohibited; the Rhode Island Convention Center is a NON SMOKING facility.
  10. **LIABILITY AND INSURANCE:** The exhibitor assumes all risk of loss, damage or injury, resulting from any cause whatsoever, to person or property, by reason of the condition of the exposition premises, or by the reason of the Management, control or operation of the exposition, and hereby releases the Management, its directors, officers, employees and agents, from any and all claims for any such loss, damage or injury sustained by the exhibitor, or by any other employee or agent of the exhibitor or by any person whomsoever, whether cause by the actions or omissions of the Management, its directors, officers, employees and agents or otherwise. The exhibitor hereby agrees to indemnify the Management, its directors, officers, employees and agents against any and all claims for any such loss, damage or injury sustained by the Exhibitor, or by any employee or agent of the exhibitor or by any person whomsoever, whether the same be cause by the actions of Management, its directors, officers, employees and agents or otherwise.

Any insurance maintained by the management in connection with the exposition will not cover exhibitor's displays. Each exhibitor must maintain at its own expense adequate insurance including worker's compensation insurance and general liability insurance.
  11. **Cancellation:** The management shall have the right to cancel the agreement with any exhibitor that fails to make full payment of the exhibit space rental fee by **January 15, 2010**. In the event such cancellation by the Management, the exhibitor shall forfeit any deposit previously paid and shall be liable for the balance of exhibit space rental fee due.
    - In the event that the exhibitor must cancel its agreement with the management that exhibitor must do so in writing. In the event that such cancellation does occur the exhibitor shall forfeit any deposit previously paid and shall be liable for the balance of the exhibit space rental fee.
    - In the event of a cancellation due to fire, civil strike, civil disorder, act of war, casualty force majeure, or any other cause beyond the control of Management, the management will make every reasonable effort to re-schedule and/or relocate the exposition. Should it ultimately be impossible to hold the exposition the management should have the right to retain such part of an exhibitor's exhibit space rental fee as shall be responsible to compensate Management for expenses incurred in connection with the exposition up to the time that the contingency beyond the management's control shall have occurred.
    - Any exhibitor failing to install its exhibit and make it ready for display at least two hours prior to commencement of the exposition will forfeit its exhibit space, and such space may be reassigned by the management without refund of the exhibit space rental fee to the exhibitor.
  12. **Interpretation and Enforcement:** The management shall have full power of interpretation and enforcement of these rules and regulations and may amend them at any time. The exhibitor hereby agrees to abide by any and all such amendments to these rules and regulations. All matters in question not covered by the rules and regulations shall be subject to the decision of the management and all management decisions so made shall be binding on all parties affected by them.
  13. **Governing Law:** This agreement shall be governed by the laws of the state of Rhode Island
  14. **Catering/Concession/Banquet/Food/Beverage:** The convention center must be approved, in advance, all exhibitor or license requests for food and beverage sample products distributed from exhibit booths or any areas within the Convention Center. The convention center reserves itself or its agents, contractors, or concessionaire, the sole right to the following services:
    - Sales and serving of all food and confections for consumption in the Center, beverages (alcoholic and non-alcoholic) and tobacco. License shall not give away or sell items without the written permission of the convention center. Licensee is responsible for entering into a separate agreement with the convention center's exclusive food and service contractor covering the services to be provided.
    - Sale of souvenirs novelties, programs and other merchandise. Exhibitors who manufacture, process or distribute food in the normal course of business may distribute food samples, provide their food no larger than bite sizes, and beverages are no larger than 3 ounces.
- Exhibitors who do not manufacture, process or distribute food in the normal course of business and would like to distribute food samples must purchase their food samples from the Convention Center's food contractor, at retail price, and no restriction on the size will be applied.

