



2012 RULES & REGULATIONS FOR EXHIBITING

iHobby Expo™ at The I-X Center, Cleveland, OH, USA on October 11, 12, 13, 14, 2012 (hereinafter referred to as “Exhibition”), is owned by Hobby Manufacturers Association (HMA) and is produced by Peak Management Solutions (PMSA). (PMSA shall hereinafter be referred to as “Show Management”). Exhibitor desires to lease space from Show Management under the terms and conditions hereinafter set forth.

1. Rules and Amendments: Exhibitor agrees to the terms, conditions, rules and regulations set forth below, and in the Exhibitor Kit. Show Management has the full power to make such further rules, amendments, and regulations as may be considered necessary or desirable for the safe and proper conduct of the exhibition. Show Management has full power to interpret and enforce all rules and regulations, and to levy penalties for their violation. Penalties for failure to abide by rules and regulations include but are not limited to fines, forfeiture of priority points, removal from current show and banishment from future shows.

2. Admissible Exhibits:

- (a) Only products and services relating to the model hobby industry or seen in model hobby shops are eligible to be exhibited. Show Management reserves the right in its sole discretion at any time to determine whether Exhibitor's products and/or services are eligible. The determination of Show Management is final.
- (b) Exhibitor must be a manufacturer, publisher, importer, distributor or retailer to the model hobby industry in order to exhibit.
- (c) Items/services exhibited on the main floor must be those normally manufactured or distributed by Exhibitor in the regular course of its business.
- (d) Subletting and/or sharing of booths is prohibited.

3. Association Membership: To receive the “*Association Booth Rate*” an exhibitor must be a member of the Hobby Manufacturers Association or another Hobby Trade Association approved by Show Management. Otherwise the “*Non-Association Booth Rate*” will be charged.

4. Retail Sales: Product sold and delivered from a “manufacturer exhibitor's” booth must be manufactured or exclusively marketed to the U.S. by the exhibiting manufacturer; retailers must follow **2.0** above. Under no circumstances may second-hand (used) product be exhibited for sale or delivery. Show Management shall make final decisions on questionable selling activities of exhibitors. Exhibitor is responsible for filing and paying all required sales tax and must post the related certificate(s).

5. Reservation Policy – Prior iHobby Expo™ Exhibitors: Prior Exhibitors are required to submit a Contract for Space together with a fifty percent (50%) deposit of the total booth space in order to activate their priority points for space assignment, prior to the December 1st deadline. No points activation will be recognized without a fifty percent (50%) deposit prior to said deadline.

6. Cancellation Policy: Should the Exhibitor be unable to occupy and use the space contracted for in their Contract for Space, Show Management must be immediately notified in writing. Show Management will retain and Exhibitor shall remain liable for a percentage of the paid booth fees according to the schedule below, **up to and including 100% of the total booth cost.**

- (a) Prior to March 1 of each exhibit year, Show Management will retain and Exhibitor shall remain liable for twenty-five percent (25%) of the total booth space cost if the Exhibitor submits a cancellation notice before this date.
- (b) Effective March 1 and through May 1, of each exhibit year, Show Management will retain and Exhibitor shall remain liable for fifty percent (50%) of the total booth space cost if the Exhibitor submits a cancellation between these dates.
- (c) After May 1 of each exhibit year, Show Management will retain and Exhibitor shall remain liable for one hundred percent (100%) of the total booth space cost. There will be no refund after May 1 of each exhibit year.

If any refunds are due from Show Management to Exhibitor, they shall be paid no sooner than four (4) weeks after the conclusion of the Exhibition.

7. Reduction of Exhibit Space: If, after contracting for booth space, the Exhibitor reduces its booth space, the Cancellation Policy noted in paragraph (6) above shall apply with the same notification dates and the same percentages of refunds *and only if the cancelled space is resold*.

8. Final Payment Policy: All booth space monies owed by an Exhibitor are due and payable in full no later than May 31, 2012. If not received by this date, the Exhibitor will forfeit its booth space and all priority points for 2012. All payments must be in U.S. dollars.

9. Display Regulations:

(a) All booths and exhibit material must comply with the Display Rules and Regulations (published separately and sent under separate cover). Any deviation from these rules must be approved in writing by Show Management at least 30 days prior to show set-up.

(b) Booth Definitions: "*Standard Booth*" is a booth having aisle exposure on only one (1) side. "*Premium Booth*" is a booth having aisle exposure on more than one (1) side.

(c) No Exhibitor may block or interfere with a neighboring exhibit. Interference includes excessive sound and objectionable lighting. Mechanical or electrical devices which produce sound or noise, must be operated so as not to prove disturbing to other exhibitors. Show Management reserves the right to determine acceptable sound or noise levels in all such instances.

(d) Models displayed may exceed the height limitation, if Exhibitor makes such a request in writing to Show Management. If Show Management so agrees, Exhibitor will be responsible for all union charges for such ceiling work. All such arrangements must conform with the Display Rules and Regulations and with applicable union and hall regulations.

(e) Exhibitor may incorporate as a display prop a product marketed by another manufacturer to enhance the exhibitor's product. Such products may not be independently promoted or sold.

(f) Nothing shall be nailed, screwed, stapled, taped, wired or otherwise fixed to walls, floors or ceilings of any part of the Exhibition building. All required measures for such protection of the Exhibition building shall be at Exhibitor's expense. Exhibitor shall be liable to Show Management for, and shall indemnify Show Management from, any damage caused to Show Management as a result of any damage, harm or injury to any real or personal property of the owner of the Exhibition building caused by an act or omission of Exhibitor or its performer or employees, guests, invitee's, contractors and suppliers in connection with the use and occupancy of the space or any other space of the Exhibition premises.

(g) Show Management will vacuum and maintain show aisles. Exhibitor must, at its own expense, keep its booth clean, rugs vacuumed, products dusted, and displays in good order. Booths considered unsightly by Show Management will be decorated at Exhibitor's expense.

(h) All display materials must be of a flameproof material or be made flameproof. All gasoline tanks must contain no more than one gallon of fuel and all gasoline-filling tanks remain outside the exhibit hall. All Village of Rosemont and exhibit hall regulations regarding flammable materials must be adhered to.

(i) Exhibitor must provide the necessary shielding or safety items to protect those attendees, other exhibitors, and all others from equipment that is operable, or any other materials, processes or operations that might cause bodily harm.

(j) Electrical wiring and equipment must meet the electrical codes of the city of Cleveland, OH (available upon request) and all exhibit hall rules.

10. Services: Exhibitor hereby acknowledges that certain services available to Exhibitor are sub-contracted by Management, and that Management has no control over the costs of such services which include, but are not limited to:

(a) Union Labor. The Exhibition site is a union hall, and the union labor and materials rates in effect during the dates of the Exhibition are the responsibility of the Exhibitor and for its own account;

(b) Utility Services. Electrical power, lighting, telephone, water, or other such utility services are controlled by sub-contractors, and the rates in effect during the dates of the Exhibition are the responsibility of the Exhibitor and for its own account;

(c) Other Discretionary Services. Any other discretionary service such as cleaning, drayage, etc., are performed by sub-contractors and the rates in effect during the dates of the Exhibition are the responsibility of the Exhibitor and for its own account. In all instances, Exhibitor shall have no authority to incur, and will not incur any expense, cost or liability as, for, or against Show Management. The Exhibitor shall pay all costs and expense whatsoever in connection with its exhibit, relative to the services described herein, including moving in and moving out.

11. Exhibitor Conduct:

- (a) Exhibitor may not hold any meeting, sales presentation, tour or event that conflicts with show or seminar hours.
- (b) All business must be conducted within the Exhibitor's booth, including distribution of printed materials, samples and product demonstrations. Exhibitors will report to security or to show management any attendee who is observed selling a product or service in the aisles or other general areas of the Show.
- (c) Permission must be granted by Exhibitor before photographs or videos can be taken of any booth display or individual products.
- (d) Exhibitor agrees not to exhibit products or displays that are obscene or promote harm or injury to any group or individual. The determination of Show Management is final.
- (e) Exhibitor must abide by and observe all laws, rules, regulations, and ordinances of any applicable governmental authority.
- (f) Exhibitor's booth must be staffed by an authorized representative during all show hours.
- (g) Exhibitor must not break down exhibit prior to 5pm Sunday. Exhibits must be open to all Exhibition attendees during the term of the show.
- (h) Exhibitors may not enter a competitor's unattended booth, handle the samples, or take literature without an invitation to do so.

12. Tickets: General admission tickets will be sold at the box office at the entrance to the Exhibition. Exhibitor hereby waives any rights to any proceeds or accounting of such tickets.

13. Exhibitor Passes & Badges: Exhibitor passes/ badges will be issued at event following receipt by Show Management of Exhibitor's Booth Worker names before the deadline set by Show Management. Show Management reserves the right to limit the number of passes/ badges issued to each Exhibitor and its staff.

14. Right To Likeness: Show Management has the right, at no cost to Show Management, to use the Exhibitors, Performers and Sponsors likeness in any video, newsprint, Internet web page or web broadcast, or other media to promote the Exhibition.

15 Licenses: Exhibitor shall procure at its own cost and expense all necessary licenses and permits for the purpose of displaying, exhibiting, and promoting its merchandise at said Exhibition. Mandatory licenses include, but are not limited to:

- (a) Resale or Tax Certificate - Required if Exhibitor delivers product at Exhibition;
- (b) ASCAP or BMI Music licenses for copyrighted audio or video presentations incorporated or used in Exhibitor's display.

16. Limitation of Liability and Indemnity:

(a) Neither the iHobby Expo, Hobby Manufacturers Association (HMA), Peak Management Solutions (PMSA), The I-X Center or the designated Exhibition Union Decorator (Decorator), nor any of their managers, officers, sponsors, employees, agents or other representatives shall be held liable for and the same are hereby released from liability for any damages, loss, harm, or injury to the persons or property of Exhibitor or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident, act of terrorism or war, or any other cause.

Exhibitor agrees to indemnify, defend, save and hold harmless the iHobby Expo, Hobby Manufacturers Association (HMA), Peak Management Solutions (PMSA), The I-X Center, or the designated Exhibition Union Decorator (Decorator), their managers, officers, sponsors, employees, agents, and successors and assigns from any and all claims, demands, suits, liability, damages, loss, costs, attorney fees and expenses of whatever kind or nature which result from, arise out of, or are connected with any acts, or failure to act, or negligence of Exhibitor, any of its officers, agents, employees or other representatives, including but not limited to claims of damage or loss resulting from the breach of these rules and regulations, claims of damage or loss to any third party resulting from any infringement of a copyright or patent or the unauthorized use of a trademark or trade secret, or any claims for damage or loss resulting from personal injury, property damage, or the loss of use of property.

17. Insurance: Exhibitor **must** carry Comprehensive General Liability coverage, including premises, operations and contractual liability coverage of at least \$500,000 for Personal Injury Liability and \$500,000 for Property Damage Liability and statutory Worker's Compensation with Employer's Liability with a limit of at least \$100,000.00. **Certificates of insurance must be furnished if requested by Show Management.**

18. Force Majeure: Show Management will not be liable for the failure to fulfill this Contract due to any causes not reasonably within the control of Show Management. For the purposes hereof, the phrase "causes not reasonably within the control of Show Management" shall include without limitation: fires, casualty, flood, tempest,

epidemic, explosion or accident; blockade; embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; acts of war or terrorism or acts of public enemy; malicious damage, riot or civil disturbance, strike, lockout, boycott or other labor disturbance; exhibition facility construction or renovation project, inability to secure sufficient labor, technical, or other personnel; failure, impairment or lack of adequate transportation facilities; inability to obtain, or condemnation, requisition or commandeering of, necessary supplies or equipment; local, state or Federal law; ordinances, rule, order, decree or regulation, whether legislative, executive or judicial, and whether constitutional or unconstitutional; or Acts of God. Should Show Management decide that because of any such cause it is necessary to cancel, postpone, or re-site the Exhibition, or reduce the installation time, show time, or move-out time, Show Management will not be liable to indemnify or reimburse Exhibitor in respect of any damage or loss, direct or indirect, arising as a result thereof.

19. Governing Law: This agreement has been executed in the State of New Jersey, United States of America and it is governed by and interpreted, construed, and executed in accordance with the laws of the State of New Jersey, United States of America except for its conflicts of laws provisions.

20. Amendments: These rules, regulations and conditions shall bind the Exhibitor and may be amended from time-to-time by Show Management.

21. Notices: Except as otherwise specifically provided herein, any notices to be given hereunder shall be deemed given upon receipt of facsimile by the receiving party, to the facsimile number on file with Show Management, or notice shall be deemed given after the mailing thereof, if mailed by certified mail, postage prepaid, return receipt requested, to the address on file with Show Management.

22. New Jersey Law: This Agreement shall be governed by and construed to the laws of the State of New Jersey.

23. Attorney's Fees: If legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

24. Jurisdiction / Venue: The parties agree the venue for any legal action will be in County of Morris, NJ USA and the parties consent to the personal jurisdiction of same.

PRODUCED BY: Peak Management Solutions (PMSA)

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