

TOSRV Expo

Exhibitor/Sponsor Application

Friday, May 19, 2017 - 4 to 9 PM

1. **TERMS AND CONDITIONS** - The following terms and conditions are part of the Exhibitor's Agreement and each exhibitor shall be bound by such rules and regulations set forth herein and by any such amendments or additional rules and regulations which may be established by Columbus Outdoor Pursuits (hereafter, COP).
2. **EXHIBITS** – At its sole discretion, COP reserves the right to determine the eligibility of any company or product for inclusion in exhibition space and may reject its inclusion.
3. **LOTTERIES** - Lotteries, drawings, guessing games or prize contests of any kind sponsored by individual Exhibitors are subject to COP approval and scheduling. Display material must be confined to the individual Exhibitor's own booth area. No placard, stickers, or other signs relating to non-paid exhibiting firms will be allowed in individual exhibits or anywhere else in the show. No horns, bells, alarms, or flashing lights will be permitted to be operated. No amplifiers, television receivers or loudspeakers may be operated in the individual exhibits except with the signed approval of COP. No advertising or printed material, which in COP's opinion is undignified or otherwise objectionable, shall be distributed.
4. **LITERATURE** – The Exhibitor has the right to distribute brochures and other printed matter approved by COP, only from the space occupied by them and no other way. The Exhibitor agrees that its exhibit shall be admitted and shall remain solely on strict compliance with these Rules and Regulations; and any other rules communicated by COP to the Exhibitor. COP reserves the right to reject, eject or prohibit any exhibit in whole or part, or the Exhibitor or his representative, with or without giving cause. If the Exhibitor is ejected by COP, there shall be no return of any amount paid by the Exhibitor.
5. **PAYMENT OF SPACE** - No exhibit will be permitted to be placed in the exhibition space until full payment has been made.
6. **SUBLETTING OF SPACE** - No exhibitor shall assign or sublet the whole or part of the space allotted, or exhibit therein, any programs or services other than those specified in the contract for exhibit space unless such is preapproved in writing by COP.
7. **SALE OF MERCHANDISE** - Merchandise sales must comply with all local, state, federal laws and regulations. In addition the Exhibitor must be in compliance with all alcohol laws as they apply and the rules and regulations of the facility itself.
8. **LIMITATION OF LIABILITY** - The Exhibitor agrees to hold the Facility, COP harmless and blameless and will make no claim for any reason whatsoever, including negligence, against COP, its officers, agents, employees, members, or the lessors or owners of the Facility for loss, theft, damage or destruction of property, nor for any injury to it or its employees, agents, or invitees while in the Facility. The Exhibitor shall purchase its own insurance coverage sufficient to insure against any possible liability. This insurance shall name Columbus Outdoors Pursuits as an additional insured.
9. **CARE AND STAFFING OF EXHIBITS** - All coverings of exhibits must be removed and exhibitor staff must be on duty not later than one-half (1/2) hour PRIOR to the published opening hours of the Expo. Conversely, Exhibitor staff MUST remain at the booth until closing. Actual full-time occupancy or staffing of exhibit space by Exhibitor personnel is mandatory. Exhibitor failing to comply with this requirement shall forfeit their rights to said space as well as any and all monies paid. In addition, COP may use said space in such manner as it may deem in the best interest of the show.
10. **DEFAULT IN OCCUPANCY** - Exhibitor failing to occupy space contracted for is not relieved of the obligation of paying the full rental of such space as provided for in the signed contract. If not occupied, such space may be possessed by COP for such purposes as it may see fit, in which case, the Exhibitor shall pay full rental for such space. Failure of enforcement of any provision hereof by COP shall not be deemed as a waiver with respect to such provision after demand by COP for strict performance of this Agreement.
11. **COMPLIANCE WITH LAWS** - Exhibitor shall not engage in any display, publication, performance, or other activity which is in conflict with any applicable law, regulation, rule or ordinance, nor shall exhibitor, or its representatives or employees, engage in any lewd display, publication or performance. The Exhibitor will be responsible for obtaining all necessary governmental permits and licenses. The Exhibitor shall comply with any rules promulgated by COP.

12. NO GUARANTEE OF ATTENDANCE - COP does not guarantee specific volumes or levels of attendance at the Expo. Exhibitor shall not be entitled to any refund, in full or in part, of any amounts paid based on actual attendance level.

13. FIRE AND SAFETY LAWS – Exhibitor is responsible for complying with all Federal, State and City laws. Wiring must comply with fire department and underwriter's rules. Smoking in exhibits is forbidden. Crowding will be restricted. No exhibitor shall bring into the facility any combustibles. All decorations must be flame proof, and an affidavit including such flame-proofing must be available for inspection by Fire Department Representatives.

14. TEAR DOWN - NO DISPLAYS ARE TO BE DISMANTLED PRIOR TO THE END OF THE SHOW.

15. LABOR - The Exhibitor is responsible for set up and take-down of own exhibit.

16. INSURANCE - Fire, loss theft, and personal liability insurance, must be procured by the Exhibitor at its own expense and COP must be named as an additional insured. Exhibitor will provide proof of insurance to COP.

17. ATTENDANCE - COP shall have sole control over attendance policies at all times.

18. CANCELLATION OF EXHIBIT SPACE - In the event of cancellation by the Exhibitor, no show or other fees will be refundable.

19. ACTS OF GOD, FIRE, STRIKES, TERRORISM, ETC. - In the event that any cause outside of COP's control, such as war, in or outside the United States of America, fires, strike, terrorism or Act of God such as: earthquakes, violent weather or other emergency prevents the Expo from being held, COP may retain such part of Exhibitor's rental as shall be required to compensate management or the Facility for expenses incurred.

20. AMENDMENT TO TERMS - Any and all matters or questions not specifically covered by the preceding Terms and Conditions shall be decided solely by COP. These Terms and Conditions may be amended at any time by COP without notice and all amendments so made shall be binding on the Exhibitor.

21. ATTORNEY'S FEES AND COSTS - In the event of the use of an attorney by COP to enforce any part of the Contract, all costs, including reasonable attorney's fees will be paid by the Exhibitor.

22. USE OF EXHIBIT - COP may, at its discretion at any time, use photographs, videos, logos and testimonials of any exhibitor for its own publicity use.

23. ENTIRE AGREEMENT - This instrument contains the entire Agreement between the parties relating to the subject matter hereof. The parties have made no contracts, representations or warranties, relating to the subject matter hereof which are not set forth herein. No modification of this Agreement shall be valid unless made in writing and signed by the parties hereto.

24. CHOICE OF LAW - This contract shall be governed by and construed in accordance with the laws of the State of Ohio.

25. MUTUAL NON-DISPARAGEMENT - The parties agree that they will represent each other's business in a positive light and not disparage or in any way communicate to any person (including, but not limited to, any customer, vendor, sponsor or news media) any negative information or opinion concerning the business of the other party or the Expo. In the event of the violation of this provision, the other party shall be entitled to injunctive relief (including a cease and desist order) and equitable relief (including damages for defamation and/or tortious interference with business relationship).

26. ASSIGNMENT - The parties'; rights and obligations under this Assignment shall not assignable without permission of the other party.

27. ARBITRATION - In the event of any dispute between or among any of the parties concerning the construction or interpretation of this Agreement or the performance or breach of any party, the dispute shall be resolved by binding arbitration subject to the rules and procedures of the American Arbitration Association then pertaining.

28. NO THIRD PARTY RIGHTS - These Exhibitors Terms and Conditions govern the conduct of exhibitors at the Expo and are not to be construed as conferring any right or benefit upon any third party.

29. ALCOHOL - Exhibitor must comply with a "no alcohol" policy.

30. NO GUARANTEE OF SUCCESS - COP makes no express or implied warranty as to the success or profitability from the Expo.

31. ACCEPTANCE-This Agreement shall not constitute a contract between the parties until acceptance by COP.