

AGREEMENT OF TERMS & CONDITIONS FOR EXHIBITORS

The application for exhibit space becomes an official Agreement when signed by the agent of my company. The use of “My”, “You”, “Your”, “We” or “Exhibitor” means You or Your Company for which you are signing this Agreement. We as an Exhibitor, agree to the following statements:

1. **RULES & REGULATIONS** – The following rules and regulations are the exhibitor’s contract and each exhibitor shall be bound by such rules and regulations set forth herein and by amendments or additional rules and regulations established by Bridges For Brain Injury.
2. **EXHIBITS** – Bridges For Brain Injury reserves the right to determine the eligibility of any company or product for inclusion in the Expo and may reject its inclusion at its sole discretion. Lotteries, drawings, guessing games, or prize contests of any kind sponsored by the individual Exhibitors are subject to Bridges For Brain Injury approval. Display material must be confined to the individual Exhibitor own booth area. No place cards, stickers, or other signs relating to unpaid exhibiting firms are 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 Bridges For Brain Injury. No advertising or printed material which in Bridges For Brain Injury’s opinion is undignified or otherwise objectionable shall be distributed. The Exhibitor agrees that its exhibit shall be admitted and shall remain on site solely on strict compliance with these Rules and Regulations and any other rules communicated by Bridges For Brain Injury to the Exhibitor. Bridges For Brain Injury reserves the right to reject, eject, or prohibit any exhibit in whole or part or the Exhibitor or their representative with or without giving cause. If the Exhibitor is ejected by Bridges For Brain Injury there shall be no return of any amount paid by the Exhibitor.
3. **PAYMENT OF SPACE** – No exhibit will be permitted to be placed in the exhibition space until full payment has been made.
4. **SUBLETTING OF SPACE** – No exhibitor shall assign or sublet the whole or part of the space allotted to exhibitor therein, any programs or services other than those specified in the contract for exhibit space unless such is pre-approved in writing by Bridges For Brain Injury.
5. **SALE OF FOOD or DRINK** – Due to an agreement between The Dome Arena and Bridges For Brain Injury, there shall be no selling of food or drink by exhibitors unless approved by Bridges For Brain Injury and The Dome Arena. No alcohol related sales will be allowed at this family friendly event. Merchandise sales must comply with all local, state, and federal regulations.
6. **VISUAL & AUDIO RECORDING RIGHTS** – All visual and audio recording rights in the Expo are reserved to the Expo or Bridges For Brain Injury. Any displayed item within your booth may be recorded by the Expo/Bridges For Brain Injury for future use. Your booth space, exhibit, and personnel may be recorded by the Expo/Bridges For Brain Injury during or after the open hours of the Expo for any Expo or Bridges For Brain Injury’s use.
7. **LISTINGS AND PROMOTIONAL MATERIALS** – By exhibiting at the Expo, you grant the Expo or Bridges For Brain Injury a fully paid, perpetual non-exclusive license to use, display and reproduce your name, trade names, and product names in any directory (print, electronic, or other media) listing your company at the Expo and to use such name in the Expo or by Bridges For Brain Injury’s promotional

materials. The Expo/Bridges For Brain Injury, shall not be liable for any errors in any listing or descriptions or for omitting you from the Expo program or other lists and materials. Expo management reserves the right to edit and/or delete Expo program submissions. Companies not current with payment will not be included in the Expo program or promotional materials.

8. LIMITATION OF LIABILITY – The Exhibitor agrees to hold The Dome Arena & Bridges For Brain Injury harmless and blameless and will make no claim for any reason whatsoever including negligence, against Bridges For Brain Injury Inc., its officers, agents and employees or the lessors or owners of The Dome Arena for loss, theft, damage or destruction of property nor for any injury to its employees, agents, or invitees while in The Dome Arena. Each Exhibitor shall purchase its own insurance coverage sufficient to insure against any possible liability.

9. CARE AND STAFFING OF EXHIBITS – Exhibitor staff must be on duty no later than one half hour PRIOR to the published opening hours of the show. Conversely, exhibitor personnel are mandatory. Exhibitors facility to comply with this requirement shall forfeit their rights to said space as well as any and all monies paid. In addition, Bridges For Brain Injury may use said space in such manner as it may deem in the best interest of the Expo. We recommend that two people be available to staff booths for meals, breaks, etc. No more than four representatives should occupy a booth at one time.

10. DEFAULT IN OCCUPANCY – Any 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, Bridges For Brain Injury may possess such space for such purposes as it may see fit, which case, the Exhibitor shall pay full rental for such space. Failure of enforcement of any provision hereof by Bridges For Brain Injury shall not be deemed as a waiver with respect to such provision after demand by Bridges For Brain Injury for strict performance of this agreement.

11. COMPLIANCE WITH LAWS – Exhibitors shall not engage in any display, publication, performance or its representatives or employees, engage in any lewd display, publication or performance. Exhibitor shall comply with any rules promulgated by owners or manager of The Dome Arena premises and Bridges For Brain Injury.

12. NO GUARANTEE OF ATTENDANCE – Bridges For Brain Injury does not guarantee specific volumes or levels of attendance at the Expo. Moreover, traffic by a specific exhibit is a function of the particular exhibit and not a responsibility of Bridges For Brain Injury.

13. FIRE AND SAFETY LAWS – Exhibitors are responsible for complying with all Federal, State, and City laws. Wiring must comply with fire department and underwriters rules. Smoking in exhibits is forbidden. Crowding will be restricted. No exhibitor shall bring into the facility any combustibles. Exhibits cannot block aisles and fire exits. All decorations must be flame proof and an avadavat including such flame proofing must be available for inspection by Fire Department Representatives.

14. TEAR DOWN – NO displays are to be DISMANTLES PRIOR TO THE END OF THE SHOW. Any exhibitor dismantling prior to the end of the show shall not be invited back to future events and will not be eligible for any refund of payment.

15. LABOR – The Exhibitor must comply with union work rules where applicable and provide workmen's compensation coverage where applicable, all at its own expense.

16. INSURANCE – Fire, loss, theft, and personal liability insurance must be procured by the Exhibitor at its own expense.

17. ATTENDANCE – Bridges For Brain Injury and The Dome Arena shall have sole control over attendance policies at all times.

18. RESCHEDULING OF EVENT POLICY – Certain events can pre-empt a show. If the Exhibit is not held within five years of the original dates all Exhibit fees will be returned subject to Section 20 below.

19. CANCELLATION OF EXHIBIT SPACE – In the event of cancellation by the Exhibitor, or failure to exhibit the fees will not be refundable.

20. ACTS OF GOD, FIRES, STRIKES, ETC. – In the event that any outside causes such as war, in or outside the United States of America, fire, strikes, or Act of God such as an earthquake or other emergency prevents the Exhibit from being held, Bridges For Brain Injury may retain such part of Exhibitors rental as shall be required to compensate management or the facility for expenses incurred up the time such contingency shall have occurred.

21. AMENDMENT TO RULES – Any and all matters or questions not specifically covered by the preceding Rules & Regulations shall be decided solely by Bridges For Brain Injury. These standards may be amended at any time by Bridges For Brain Injury without notice and all amendments so made shall be binding on the Exhibitor.

22. ATTORNEY'S FEES AND COSTS – In the event of the use of an attorney by Bridges For Brain Injury to enforce any part of the contract all cost including reasonable attorney's fees will be paid by the Exhibitor.

23. ENTIRE CONTRACT – This instrument contains the entire Contract between the parties relating to the subject matter hereof which are not set forth herein. No modification of this Contract 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 laws of the State of New York.