

## Exhibitor Terms and Conditions for Trainfest operated by Great American Train Shows Inc. and Kalmbach Media

Exhibitor agrees to hold harmless Trainfest, Kalmbach Media, State Fair Park, World's Greatest Hobby Inc. and Great American Train Shows Inc., its employees, and contractors for any and all actions that may occur involving the show. Exhibitor agrees to indemnify Kalmbach Media, State Fair Park, World's Greatest Hobby Inc. and Great American Train Shows Inc. for any liability that may be caused by or related to their participation. This includes but is not limited to any liability caused by people exhibitor provides exhibitor badges to, people exhibitor invites to the show, and any liability that may be caused if the exhibitor resells his space to someone else. Great American Train Shows Inc. retains the right to reject, eject, or prohibit any product or exhibit in whole or in part or to reject, or eject an Exhibitor or his representative(s) with or without giving cause. If cause is not given, Great American Train Shows Inc. liability shall not exceed the return to the exhibitor of the amount of license fee unearned at the time of ejection. Exhibitor agrees to collect and remit sales and use taxes in accordance with governmental regulations. Exhibitor acknowledges that Great American Train Shows Inc. furnishes the name of each Exhibitor to the state or governmental unit(s) as legally required. Any controversy or claim arising out of or relating to this license, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. It is agreed that such arbitration would occur in Illinois.

To obtain a license for the use of space at a Show, the undersigned Exhibitor hereby agrees to all of the following terms, conditions and regulations:

**ACCEPTABLE MERCHANDISE:** Train, collectible toy and family-oriented hobby merchandise is ACCEPTABLE. Non hobby related or non-wholesome merchandise is not accepted. Final determination of acceptability shall be determined by Trainfest's on site manager(s). Exhibitor may not sell raffle tickets or offer games of chance. Exhibitor agrees to mark reproductions, repainted, and restored items as well as items with major reproduction parts. Exhibitor agrees to give a receipt when requested by a purchaser. This receipt must include the terms of the sale. Exhibitor agrees to cease all use of smoke-producing products if requested by show management.

**SHOW HOURS:** Each Exhibitor agrees to maintain his display space open to the public for the duration of the show. Exhibitors may not remove any merchandise from their area until the close of the show. Violation of this rule will lead to exclusion from future shows and may result in a claim for damages for negatively impacting the show's appearance. The show is open to the public from 9:00am to 5:00pm on Saturday and Sunday. In the event these hours change, you will be notified. Exhibitors must arrive by 8:00am Saturday to retain their contracted show space. On Friday, the hall must be vacated at the end of setup. On Saturday, the hall must be vacated upon notification by the show managers at approximately 5:05 PM. All Exhibitors will be readmitted at 8:00am on Sunday and must vacate the hall by 9:00pm on Sunday.

**CONTRACTED SPACE:** Booth space is purchased in 10' x 10' increments. A single 5' x 10' may be purchased by a small exhibitor and cannot be combined with any other booths. A 10' x 10' Booth may contain a maximum of 3 tables. Tables within a booth MUST NOT encroach on the public aisles or other booths.

**BADGES:** Exhibitor/Exhibitor badges are to be used only by those working at Exhibitor tables or assembling and operating displays. Exhibitor Badges must be worn at all times including set-up, show hours and tear-down. Only persons with Exhibitor/Exhibitor Badges Will be allowed in the hall during set-up. Badges are not to be given to any person for the purpose of shopping during non-public hours, or to access the show early. Violations of this rule will lead to exclusion from future shows and may result in a claim for damages for negatively impacting the shows security.

**PAYMENT:** Payment is required when reservation application is submitted. Payment may be made by check or credit card. A service fee of \$50.00 will be charged for all returned checks or credit card chargebacks.

**CANCELLATIONS:** Cancellations received more than 120 days in advance of Trainfest may receive a full refund. Cancellations within 120 days of days of Trainfest will receive no refund. .

**EXHIBITOR LOCATION:** Exhibitor location is assigned by Trainfest staff and may need to be changed without notice. While we will attempt to accommodate exhibitor preferences, they cannot be guaranteed and are not a ground for any refund or compensation.

**OVERNIGHT SECURITY:** Security will secure the show at the end of exhibitor setup on Friday until setup resumes Saturday morning at 8:00am and from when the show closes Saturday to 8:00 am Sunday. Trainfest assumes no responsibility for Exhibitor loss. We recommend that you cover your display Friday and Saturday nights. When you leave on Friday and Saturday, take all personal belongings with you. NO ONE is admitted into the hall under any circumstances after the Trainfest Management Staff leaves the facility.

**PARKING:** Parking fees required by the facility are the responsibility of the Exhibitor. Parking fees are currently ten dollars per day per car.

**ACCOMMODATIONS:** Hotel reservations are the responsibility of all Exhibitors. All Exhibitors/Exhibitors are responsible for making their own reservations.

**SEVERABILITY:** If any term of this contract or its application is found to be invalid or unenforceable, the remainder of this contract and any other application will not be affected.

**NO WAIVER:** The failure to insist upon the strict performance of this contract does not constitute a waiver of Great American Train Shows Inc.'s rights hereunder. No provision of this agreement may be deemed to have been waived by Great American Train Shows Inc. unless the waiver is in writing signed by an officer of Great American Train Shows Inc.

**ACCEPTANCE OF CONTRACT:** Upon acceptance of this contract by Trainfest, a written confirmation will be mailed or emailed to the Exhibitor. If the Exhibitor does not receive a confirmation, he should contact Trainfest to determine the status of the contract.

**ADDITIONAL RULES AND REGULATIONS:** 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. Exhibits may not exceed the height limitation of eight feet. If an exhibitor plans to exceed this limit, the exhibitor must submit a request in writing to exceed this limitation.

Nothing may be nailed, screwed, stapled, taped, wired, or otherwise fixed to walls, floors, or ceilings of any part of exhibition building. All required measures for such protection of the exhibition building shall be at the 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 hall caused by an act or omission of the 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. Show management will keep the show aisles clean and maintained. Exhibitor must, at their own expense, keep their booth clean and display in good order. Booths considered unsightly by show management will be decorated at exhibitor's expense. Exhibitors must stay fully set up until 5:00 pm Sunday. Any exhibitor that does not stay fully set up until 5:00 pm Sunday will agree to pay an early termination fee of \$2500.00. 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: ASCAP or BMI Music License: For copyrighted audio or video presentations incorporated or used in exhibitors display.

This agreement has been executed in the State of Illinois, United States of America and it is governed by and interpreted, construed, and executed in accordance with the laws of the State of Illinois, United States of America except for its conflicts of laws provisions. 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. The parties agree the venue for any legal action will be in the County of DuPage, IL USA and the parties consent to the personal jurisdiction of same. Exhibitor hereby acknowledges that certain services available to the exhibitor are subcontracted by management, and that management has no control over the costs of such services which include but are not limited to: 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. Other 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. All business must be conducted within the exhibitor's booth, including distribution of printed materials, samples and product demonstrations. Exhibitors will report to show management any attendee who is observed selling a product or service in the aisles or other general areas of the show. Permission must be granted by exhibitor before photographs or videos can be taken of any booth display or individual products by an exhibitor. Exhibitor must abide by and observe all laws, rules, regulations, and ordinances of any applicable governmental authority. Exhibitor agrees not to exhibit products or displays that are obscene or promote harm or injury to any group or individual. Exhibitor's booths must be staffed at all times. Exhibitors may not enter a competitor's unattended booth, handle the samples, or take literature without an invitation to do so. 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. All exhibiting companies are required to be in compliance with the Americans with Disabilities Act (ADA) and are encouraged to be sensitive and as reasonably accommodating as possible to attendees with disabilities. Information regarding ADA compliance is available from the U.S. Department of Justice ADA Information line (800) 514-0301 and from the website [www.usdoj.gov/crt/ada/infoline.htm](http://www.usdoj.gov/crt/ada/infoline.htm) All exhibit displays must be designed and erected in a manner that will withstand normal contact or vibration caused by neighboring exhibitors, hall laborers or installation & dismantling equipment such as forklifts. Displays must also be able to withstand moderate wind effects that may occur in the exhibit hall when freight doors are open. Refer to local building codes that regulate temporary structures. Exhibitors should ensure that any display fixtures such as tables, racks, or shelves are designed and installed properly to support the product or marketing materials to be displayed.

All materials used in display construction or decorating must be flame retardant. All electrical wiring and equipment must meet the electrical code of the exhibit hall city in which the exhibition is held.

NO BALLOONS! No Balloons of any type will be allowed in the exhibit hall.