

# VICTORY GOLF SHOW OF PHILADELPHIA – RULES AND REGULATIONS

## 1) Definition of “Management”

The word “Management” used herein or in subsequent regulations shall mean Victory Productions of Valley Forge, LLC, agents or employees acting for it, in management of the Show. VPVF shall have full power in the interpretation and enforcement of the rules contained herein, and the power to make, from time to time, such amendments thereto as they deem necessary for the proper conduct of the Show.

## 2) Payment for Space

In order to reserve space, full payment is to be made at the time the signed contract is received by Management. No hand carried or faxed Applications / Contracts will be accepted. No space assignment will be made unless the contract is accompanied by full payment. Make checks payable to Victory Productions of Valley Forge, LLC., and mail it along with a signed and dated contract to VPVF at P.O. Box 767, North East, Maryland 21901. A \$50 fee will be charged for any returned checks. Payment may also be made by credit card. Fill out Credit Card Application and return to Victory Productions of Valley Forge, LLC at the above mentioned address.

## 3) Change of Show Times or Floor Plan

Management reserves the right to change the time and floor plan of the show.

## 4) Character of Exhibits

Management reserves the right to decline or prohibit any exhibit or to prohibit any activity at an exhibit which, in its opinion, is not suitable for the Show. This reservation concerns persons, things, decorations, conduct, printed matter, souvenirs, catalogs and all other things which affect the character of the Show. Management reserves the right to regain possession of any space by refunding to the applicant or Exhibitor the amount paid for space. Management reserves the right to limit the number of companies exhibiting similar or related product lines. Furthermore, Management cannot guarantee that companies exhibiting similar products or a company’s competitor will not be located in a nearby or adjoining space.

## 5) Construction of Booth

All tables must be professionally skirted. All merchandise must stay within the confines of the booth space. Exhibitors shall arrange the booth so as not to block the general view of neighboring Exhibitors. No part of any display, including signage, shall be in excess of eight feet in height and any portion of the display more than three feet in height shall not extend more than half the distance from the space back line toward the front line. All exhibitors must conform to the size of their space and must not be of such character or arrangement as to obstruct the view or interfere with the exhibits of others or shall any portion of an exhibitor’s display extend into the aisle. Peninsula or island type displays, to form a walk-through exhibit, are permitted and may occur at the end of a row or in the middle of any block of space, but must consist of an equal number of spaces (totaling four or more) placed back to back. Any portion of back or side wall construction which adjoins a neighboring space may not extend more than half the distance from the back line to the aisle. The remaining distance cannot exceed three feet in height. Absolutely no cardboard of any kind will be permitted to be used in the display or construction of any booth. Show management will not be responsible for unattended trade show displays.

## 6) Care of Exhibit Space

The exhibitor shall care for and keep in good order space occupied by him. Management will sweep aisles each day during closed hours, but this service does not include booth cleaning. An exhibitor is not to put anything in the aisles during the open hours of the show. All business activities of Exhibitors, while at the Show, must be within his own exhibit space. Exhibitor must surrender space by him to Management in the same condition as it was at the start of occupation. The exhibitor will be liable for any damages to space occupied or equipment furnished. Exhibitor shall take such steps as are necessary to keep all doors, stairways, sidewalks, vestibules, passageways, halls, corridors, aisles, openings, radiators, lighting, fire exits, fire alarms,

fire extinguishers and hose cabinets at all times uncovered and unobstructed. Helium balloons are not permitted to be given out inside the facilities. The use of helium balloons for display purposes must be approved by Show Management.

## 7) Installation and Removal of Exhibits

All exhibits must be set-up and removed in accordance with the breakdown schedules included in the Exhibitor Service Kits. Any exhibits not removed on a timely basis will be removed and stored at the Exhibitor’s expense.

Exhibitors are not permitted to park at the loading docks. The set-up and breakdown schedules must be strictly adhered to for the safety and convenience of all Exhibitors and the timely presentation of the Show. Installation and removal of exhibits shall be made at the expense of the Exhibitor. Requests for special services should be made in writing at least fifteen (15) days prior to the Show opening, this includes any items that is being shipped directly to the Show location.

Anyone arriving late, leaving before closing or breaking down during Show hours, may be refused entrance to future Shows.

## 8) Building Rules

The exhibitor agrees to abide by all rules and regulations of the building in which the event takes place. All rules and regulations are on file in the general office of the building. No part of any exhibit or any signs relating therefore, shall be posted, nailed, or otherwise attached to the walls, doors, etc., in any way as to deface same. Damage arising by failure to observe these rules shall be paid by the exhibitor.

## 9) Manning Space

Each Exhibitor must keep an attendant in his display during the advertised hours of the Show. Exhibitors shall be permitted access to the Show only during set-up, break down and during Show hours. All exhibits must remain intact until closing each day.

## 10) Subletting/Sharing Booth Space

No Exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted to it. Nor shall any Exhibitor display any other goods, apparatus, material or service that is not manufactured or distributed by the Exhibitor in the regular course of its business or allow any other person or party to do so.

## 11) Cancellation/Refunds

The Exhibitor specifically recognizes and acknowledges that Management will be harmed if the Exhibitor cancels its exhibit space after it has been assigned and confirmed by Management. If Exhibitor desires to cancel this Contract, Exhibitor may only do so by giving notice in writing to Management. No refunds will be made if spaces engaged are not used, nor will any refund be made for space used but part of the time. If Exhibitor is not able to attend the Show, Exhibitor may be entitled to a refund on the following schedule:

- a) **60 day:** If written cancellation is received December 5, 2009, and if booth space is resold, Exhibitor is entitled to an 80% refund.
- b) **30 day:** If written cancellation is received by January 5, 2010, and if booth space is resold, Exhibitor is entitled to a 50% refund.
- c) **Less than 30 days:** If Exhibitor cancels after January 5, 2010, Exhibitor will not receive a refund.

## 12) Soliciting/Canvassing

Advertising materials or signs of firm other than those who have engaged space, are prohibited. No person, firm or organization not having regularly contracted with the Management for the occupancy of space at the Show, will be permitted to display or demonstrate any products, processes or services, solicit orders or distribute advertising material at the Show. Any infringement of this regulation will result in the prompt removal of the offending person from the exposition building. Only registered exhibitors will be admitted to the exhibit hall. All attendees must register to enter, present official pass, or purchase admission ticket, where applicable.

**13) Event Promotion**

The exhibitor authorizes Show Management, their employees or agents, to use exhibitor's name to promote the event and to solicit other exhibitors for this and future events.

**14) Security**

Management will employ overall guard service during off hours of the Show, but assumes no liability for loss or damage by any cause.

**15) Liability**

Exhibitor acknowledges that VPVF, its officers, employees or agents, shall not have any liability for any personal injury to the Exhibitor or its officers, agents, or employees, or to any other person in attendance, or for any damage to any property of the Exhibitor or any of its officers, agents or employees, and are not responsible for any loss or theft of Exhibitor's merchandise or equipment during any period of the Show or during set-up or dismantling. The Exhibitor understands and agrees that Management's security service is a presence to inhibit theft. Victory Productions of Valley Forge, LLC, and its agents do not maintain insurance covering Exhibitor's property. It is recommended that each Exhibitor purchase insurance covering public liability and loss, including damage and theft, to protect against possible claims arising out of the operation of its exhibit.

**16) Proof of Insurance**

Exhibitors having demonstrations or activities involving club swinging within the confines of their booth, or any other potentially dangerous situation, will be required to maintain liability insurance having general aggregate limits of not less than \$1,000,000 and naming Victory Productions of Valley Forge, LLC, and the Show facility as additional insured during the term of the Agreement. A valid certificate of insurance evidencing such coverage must be provided to Management thirty (30) days prior to the start of the Show.

**17) Conduct**

Unethical conduct, uncooperative behavior, infraction of rules, any sexually oriented material, and safety hazard deemed potentially dangerous to persons or property, on the part of an exhibitor or their representatives, or both will subject the exhibitor or their representatives to dismissal from the exhibit hall, in which event it is agreed no refund shall be made by the show management and further no demand for redress will be made by the exhibitor or their representatives.

**18) Sound/Music Devices/PA System**

The use of sound devices, megaphones, loud speakers, radio sets or any other method of sound reproduction is not permitted.

**19) Permits/Licenses**

Exhibitors shall abide by and observe all Federal, State and local laws, ordinances, rules and regulations, all rules of the Show facility, all union regulations and shall obtain all necessary permits or licenses at Exhibitor's cost. All exhibitors are required to comply with any and all federal, state, and local laws, rules, and regulations and to obtain any applicable licenses and/or permits (including but not limited to sales taxes, raffle permits and others). Exhibitor agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded or other entertainment of any kind or nature, played, staged, or produced by the Exhibitor, its agents, employees or subtenants. Exhibitor agrees to hold harmless this event, its sponsors, agents and employees against any and all claims, charges and liabilities arising out of the activities of the exhibitor and to defend, at its own expense, any and all such claims and charges. Exhibitor shall have the right, however, to protest and if desired, to litigate and adjudicate any and all such claims and charges. Exhibitor shall assume all costs and expenses arising from the use of patented, trademarked, or copyrighted material, equipment devices, processes or dramatic rights used or incorporated during the conduct of its activities at the show, and agrees to protect, indemnify, defend, and hold the sponsor, show management, facility, decorator and host city, their employees, agents or representatives harmless of any damages, costs and expenses.

**20) Exhibitor Cash Sales**

Exhibitor agrees that all cash sales made during the Show are his sole responsibility and shall be duly reported in accordance with sales tax regulations of the state and city in which the Show is held.

**21) Food and Beverages**

The sale, distribution, use or other dispensing of any liquors or alcoholic beverages is prohibited. The sale, distribution or dispensing of food, drinks, or tobacco is strictly prohibited.

**22) Booth Demonstrations**

Demonstration areas must be organized within the Exhibitor's space so as not to interfere with any traffic areas. The aisles are the property of the entire Show and each Exhibitor has the responsibility to assure proper traffic flow. Should spectators interfere with the normal traffic flow in the aisle or overflow into neighboring Exhibitors, Management will have no alternative but to request that the presentation be eliminated. The rights and privileges of an exhibitor shall not be infringed upon by any other exhibitor. Interviews, demonstrations, distribution of literature, etc., must be made inside the exhibitor's booth. Canvassing outside of booth is forbidden.

**23) Copyright/Trademark Infringement**

Management strictly prohibits the sale or display of merchandise which infringes upon any trademark, copyright, patent, license of character, logo, name or symbol.

**24) Violations**

In the event an Exhibitor violates any provision of this Agreement, Management shall have the right to cancel this Agreement, remove, close or eliminate an exhibit, and refuse future participation in any other Shows managed by VPVF. The exhibiting company, or representatives, or agents shall be held jointly, collectively, and individually responsible for any and all debts incurred for all exhibit costs, fees, charges, and any violations of these Rules and Regulations. All points not covered herein are subject to settlement by Show Management.

**25) Eventualities**

No refunds or credits will be given should the Show be cancelled, shortened or postponed by reason of inclement weather, an act of God, catastrophe or other occurrence or event beyond the control of the Show. Management makes reasonable attempts to attract qualified attendees to its Show, but does not guarantee specific volumes or levels of attendees and cannot guarantee by your exhibiting at this event any financial gain to you or your organization; nor can they guarantee attendance of same.

**26) Americans with Disabilities Act (ADA) Requirements**

Exhibitor agrees to comply with applicable ADA requirements and agrees to hold Management harmless from and indemnify them against all claims that may be brought against Exhibitor on the basis of the Exhibitor's noncompliance with ADA requirements.

**27) Prizes, Awards, Drawings, Etc.**

Prize awards, drawings or contests of any kind that require persons to register in an Exhibitor's booth, must be submitted to Management for approval in writing at least one month prior to the start of the Show.

**28) Governing Laws and Forum**

This Agreement is deemed to be entered into in the State of Maryland and governed by the laws of the State of Maryland. Exhibitor consents to the jurisdiction of the courts of the State of Maryland for the resolution of any and all disputes and claims arising out of and/or relating to this Agreement.