

#1 PROMOTIONS
HOLD HARMLESS & TERMS AND CONDITIONS CONTRACT
Please Read Carefully and Sign

This contract is entered between #1 Promotions, Inc., (hereinafter referred to as A Lessor) and the exhibitor/lessee who has signed this contract, (hereinafter referred to as A Lessee). For and in consideration of use of the premises for the designated time in the Application, Lessee agrees to the following covenants and conditions:

I. HOLD HARMLESS

The signature of the Exhibitor/Lessee, hereinafter referred to as A Lessee, in consideration of permission that is being granted for the use of premises for this show (see application) does hereby agree to indemnify and hold harmless #1 Promotions, Inc. its officer, principals, agents, and employees, and the host facility, from any liability whatsoever for death or injuries to persons and/or damage to property, including lawsuits arising therefrom. This also includes loss or theft of property occasioned by the use and occupancy by the undersigned, its employees or its representatives. Such use shall include but not be limited to the premises itself and any sidewalk or parking lot adjacent thereto.

Lessee specifically indemnifies and holds harmless #1 Promotions, Inc. , and the host facility from any damage or **personal injury** arising from any acts, negligence, (including its own or that of the host facility), or indirectly as a consequence of a breach of any of the terms of this Agreement.

II. WAIVER

Lessee waives all claims against #1 Promotions, Inc., and the host facility on account of any loss or liability, damage, death or injury from whatever cause which may occur to it or its property in the use and occupancy of the premises; the giving of this **waiver being one of the conditions upon which this use is granted**. Lessee waives all claims against #1 Promotions, Inc. and the host facility for loss or injury to persons or property sustained by reason of any defect, deficiency, failure or impairment of the premises or any service to the premises, including but not limited to the water supply system, heating system, wires leading to or inside the premises, and electric or telephone systems, or from any other source.

The lessee assumes full responsibility for equipment and or crafts or products, including but not limited to food stuffs, brought or used and for the acts and conduct of all event participants and all persons admitted to the premises by consent of the Lessee. If event property is removed or if any property must be disposed of and/or stored, all costs of such removal or storage shall be at the sole expense and liability of Lessee. Lessee waives all claims for damages and destruction of its property and agrees to indemnify and hold harmless #1 Promotions, Inc., and the host facility.

Lessee shall hold #1 Promotions, Inc., and the host facility harmless against any claims of strict liability in tort in addition to any negligence claims.

III. INDEMNIFICATION:

The exhibitor or lessee shall indemnify #1 Promotions Inc., and the host facility against and hold them harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys fees arising out of or connected with or resulting from the activities of the exhibitor, including without limitation the manufacture, selection, delivery, possession, use, operation, display, sale or return there of. Without limiting the generality of the sentence, the lessee expressly and unequivocally agrees to indemnify and hold them harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys fees arising out of relating to any alleged negligent acts or strict liability in tort, imposed upon the lessor for allowing the exhibitor to place on display and food item or product having any defect or claiming to have any defect. It being agreed that the lessee shall inspect all food stuffs and products or related items and remedy a defect whatsoever. Lessee expressly and unequivocally agrees to be held responsible for any and all negligent defects and for strict liability in tort imposed upon #1 Promotions for allowing the exhibitor to display, sell, or otherwise distribute in any way his product or food stuff or related items in defective condition.

The signed Lessee specifically acknowledges this Agreement covers the host facility as well as #1 Promotions, Inc. **Lessee also specifically acknowledges that but for this Agreement, it would not be allowed to participate in this show.**

ATTORNEYS FEES: Lessee shall indemnify and hold #1 Promotions. Inc., and the host facility harmless from any and all claims, suits, proceedings, costs, expenses, damages and liability including attorney's fees arising out of any activities related to this Agreement. If a civil action arises between the parties bases on this Agreement or any of its provisions, the prevailing party shall be entitled to reasonable attorney's fees.

IV. OTHER TERMS AND SHOW CONDITIONS:

CANCELLATION OF CONTRACT:

If this agreement is canceled by exhibitor for any reason, or by management because of exhibitor’s default or violation of this agreement, monies paid to management by the exhibitor shall be retained as follows: 1. If cancellation occurs 45 days or more, prior to the start of the show, management shall retain 25% of the total rental cost of the booth(s) and return the balance to the exhibitor. 2. If cancellation occurs within 45 days of the show, the entire rental paid to date by exhibitor shall be retained by management. The retrained rental shall be liquidated damages for the direct and indirect cost incurred by management for organizing, setting up and providing space for the exhibitor, and losses and additional expenses caused by exhibitor’s withdrawal including reletting the space. All cancellations must be in writing.

RIGHTS OF MANAGEMENT IN EVENT FAIR OR EVENT IS NOT HELD: Management shall not be liable for any damages or expenses incurred by exhibitor if this event is delayed, interrupted or not held as schedule; and for any reason beyond the control of the management the “show” is not held. **Management may retain so much of the amount paid by the exhibitors as is necessary to defray expenses incurred by the management.**

LICENSES: Any and all city, county, state or Federal license, inspections or permits required by law of any exhibitor in the installation of or operations of his display shall be obtained by the exhibitor at his own expense prior to the opening of the show.

EXHIBITOR HOURS: Management shall determine and publicize the exhibit hours that the building will be open to the public during each day of the event. Exhibitors will be admitted to the facility one hour prior to event open times. Exhibits must be in place 20 minutes before the show opens each day. Exhibits cannot be dismantled until after closing and must be out of the facility within three hours after closing of the last day of the show.

RESTRICTIONS: The management reserves the right to restrict or remove exhibits, without refund, that have been falsely entered, that are deemed by the management as unsuitable or objectionable or, that have not met agreed upon payment dates. This restriction applies to but is not limited to noise, PA systems, persons, animals, birds, things, conduct, printed matter, or anything of a character that might be objectionable to the hose facility or to the management.

LIABILITY: The exhibitor is entirely responsible for the space rented by him and shall not injure, mar, or deface the premises. The exhibitor agrees to reimburse the management and or the facility for any loss or damage occurring to the premises or equipment.

BOOTH: All exhibits and their personnel must remain within the confines of their own spaces and no exhibitor will be permitted to erect signs or display products obstructing the view, occasion injury or disadvantageously affect the display of other exhibitors. All demonstrations, and distribution of circular and promotional material must be confined to the limits of the exhibitor’s booth. Exhibits which include the operation of musical equipment, radios, sound motion picture equipment, public address systems, or any noise making machines must be operated so that the noise resulting therefrom will not annoy or disturb adjacent exhibitors and other patrons, and must be approved by the management. Exhibitors are required to have their exhibit space neat and orderly at all times. An attendant must be in charge of each display during show hours. **ALL EXHIBITORS MUST COMPLY WITH ORDINANCES, REGULATIONS, AND FIRE MARSHALL AND/OR AREA HEALTH DEPARTMENT INSTRUCTIONS. FOR ANY INFORMATION CONTACT APPLICABLE OFFICE.** Any special carpentry, wiring, electrical, or other work, gas, steam, or water drainage connection shall be installed at the exhibitors expense, and in accordance with the building and management direction.

V. COMPLETE AGREEMENT:

This agreement contains all the terms and conditions agreed on by the parties hereto, and no other agreements, oral, or otherwise regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto. It is agreed, subject to the terms and conditions of this agreement which are incorporated in and form a part of the agreement, and upon acceptance of the agreement by #1 Promotions Inc., we the above signed lessee, agree to lease from #1 Promotions the enclosed indicated space (s) for our participation in the shows that we have applied for.

VI. SIGNATURE:

I have read, and have fully informed myself of the contents of this Agreement/Contract and Release by reading it. I understand, and agree to abide by the above Hold Harmless Agreement. I specifically acknowledge this Agreement covers the host facility as well as #1 Promotions Inc. I also specifically acknowledge that, but for this Agreement, I would not be allowed to participate in this show.

This contract is dated the _____ day of _____, YEAR

First Person _____
Print Name Clearly

Second Person _____
Print Name Clearly

By: _____
Lessee’s Signature

By: _____
Lessee’s Signature

Third Person _____
Lessee’s Signature

#1 Promotions, Inc. President _____