

Exhibit Space Terms & Conditions

Good Living KC Expo

Overland Park Convention Center 6000 College Blvd. Overland Park, KS 66211

APPLICATION & PAYMENT FORM

JUST FOR HER EXPO Inc. ("Good Living KC Expo") retains all rights to review vendor booth applications prior to show admittance and refuse registration based on a per-vendor basis.

PAYMENT DEADLINE & CANCELLATION:

Exhibit space cost must be paid in full in accordance with the specified payment details. Good Living KC Expo may cancel this Contract without refund to Exhibitor, upon failure of Exhibitor (i) to make payment required hereby, (ii) to abide by these Terms & Conditions and other rules and regulations as provided, or (iii) to claim its assigned Exhibit Space prior to the opening of the event. **Final payment must be received prior to the start date of the event.**

Exhibitor specifically recognizes and agrees that Good Living KC Expo will sustain losses in the event the Exhibitor fails to provide timely written notice of cancellation. In keeping with industry practice, the existence of such practice being hereby acknowledged by the Exhibitor, and because such losses cannot be precisely measured but include the costs associated with the inability to replace those canceling, advertising, credibility, redesigning of floor space, and the like, the Exhibitor agrees upon the following late cancellation assessment schedule as being in the nature of liquidated damages, which schedule is specifically designed to compensate Good Living KC Expo for Good Living KC Expo losses and not constitute a penalty, should the Exhibitor fail to provide timely written notice, by certified mail, of cancellation of all or any part of Good Living KC Expo assigned booth space.

CANCELLATION DURING THE PERIOD OF:

Prior to 6 months before event start date - \$100 deposit retained

6 months to 60 days before event start date - All deposits retained

Cancellations will be accepted only in accordance with the above schedule. Failure to make full payment of rental fee on exhibit space by the event start date on a Contract filed prior to, or on, that date will subject Exhibitor to cancellation of Contract by Good Living KC Expo, forfeiture of payments made and liability for balance due. If booth space is not occupied by 1:00pm on event start date, Good Living KC Expo shall have the right to use the space with no refund for the cancellation. Re-letting by Just Good Living KC Expo of an Exhibitor's canceled space shall not act to excuse Exhibitor from assessment. Exhibitors and Good Living KC Expo shall have no further obligations to each other in the event of cancellation of the conference due to fire, strikes, governmental regulations, or causes which would prevent its scheduled opening or continuance. Good Living KC Expo will determine if there is any basis for a refund of

any portion of the exhibitor fees. In the event a refund is to be made, Just For Her Event shall determine the equitable basis for such refund and its decision shall be final.

SET UP HOURS:

Please see website www.goodlivingexpo.com for details

EXHIBIT HOURS:

Please see website www.goodlivingexpo.com for details

TEAR DOWN HOURS:

Please see website www.goodlivingexpo.com for details

Exhibitors will be fined \$100 if they tear down prior to the official tear down hours.

LOAD-IN & PARKING:

All Exhibitors must load in at the loading docks on the East side of the building. The loading dock is located on the East side of the building between 110th St and College Blvd. and off of Woodson Dr. Parking is available at the Overland Park Convention Center for exhibitors at no cost. Exhibitors can park in the Covered Parking Lot or the main parking lot off of 110th St. once they've finished unloading. There cannot be cars left on the dock during the show all exhibitors must relocate their cars. Cars that are left on the dock during the show will be subject to being towed. We request you do not take up spots in the main parking lot, allowing our attendees prime parking.

SHIPPING & STORAGE:

If you need to pre-ship or store any product display or product, please review the Shipping Details supplied by Fern Decorating. All shipping information including shipping labels are available on their website. Shipments can be received up to 30 days prior to the show date. Shipments sent directly to the Good Living KC Expo at the Overland Park Convention Center can only send it to arrive during set up hours, the published days of move-in. All shipments must be coordinated via George Fern Decorating or Overland Park Convention Center. Drayage fees will apply.

EXHIBITORS SHOW ADMITTANCE:

Exhibitors and their booth staff are admitted to the Good Living KC Expo **only** if they have their exhibitor's badge. If they do not have their badge, they must purchase a ticket for admittance to the Good Living KC Expo. In addition, if exhibitors or their staff bring friends or relatives, the exhibitor's badge will not admit additional friends, relatives or guests of any kind – it will only admit the Good Living KC Expo Exhibitor or booth staff personnel who is wearing the badge. Exhibitor badges may be picked up during set up hours.

ASSIGNED SPACE:

Based off exhibitor's requests, Good Living KC Expo makes every possible attempt to satisfy all exhibitor's requests and place booths away from their competition. Booth assignments are made on a first come basis, taking booth requests, neighboring booths and other factors into consideration. Booth assignments cannot be changed without a

reasonable request and the Good Living KC Expo cannot be held responsible for booth placement errors. Requests will be considered on an individual basis.

PRODUCT REGULATIONS:

To ensure we offer a diverse show that benefits our exhibitors and attendees, we attempt to limit the number of specific product categories and lines represented at the Good Living KC Expo. Exhibitors are required to list the specific products and brands they will sell at the event on the online application. Unlisted products attempted to be sold at the event may not be sold without show management's consent. While we make every effort to limit the number of specific lines sold, we do not offer exclusivity (except to independent represented lines) and cannot be held liable for any duplicates. A full list of exhibitors participating in the event is listed on the website for reference. Please contact us with any questions.

DISPLAY REGULATIONS:

Standard booth packages come with black 8' back walls and 3' side walls, unless upgrades have been paid for. Booth includes uniform ID signs and a wastebasket, provided without charge. Booth flooring is concrete in all show halls. Exhibitor will provide all other furnishings, equipment, facilities, flooring, etc., at their own expense and responsibility. Rented items must be obtained through the official suppliers but you may bring your own display items to the Event.

1. All inline and corner booths are standard - eight feet in height and side rails are three feet in height. No exhibit or display item in a standard booth may exceed 8' in overall height without show management consent. In any portion of the booth beyond 5 feet from the rear background of the booth, all parts of the exhibit shall not exceed the height of 5'. Island configurations are limited to 20 feet where ceilings permit. Exhibits not conforming to these specifications or which in design, operation, or otherwise, are objectionable in the opinion of the management will be prohibited.

2. All demonstrations and exhibits must be confined to the exhibit booths. Exhibitors may not occupy aisles outside of their assigned booth space or stand at the entrance to distribute any material. All exhibited equipment or materials of any kind may not be displayed or advertised in any area (other than the assigned

booth space) in or near any Conference hotels or convention center prior to, during, or immediately following the Conference. Specifically, equipment or materials may not be displayed or advertised in the parking areas of any facility where Conference activities are taking place. Exhibitors are also strictly prohibited from soliciting other exhibitors during set up, show hours or tear down.

3. No exhibitor shall assign, sublet, or share the whole or any part of the booth space allotted, unless approval by Good Living KC Expo has been arranged.

4. No audio or visual electronic or other electrical devices may be used that might prove objectionable to attendees or other exhibitors because of noise, odor or other

annoyance. Good Living KC Expo reserves the right to determine at what point any audio or visual electronic or electrical devices become objectionable and otherwise interferes with others and must be discontinued. Contact Good Living KC Expo with any questions prior to the show.

5. Any special illumination must be indirect and completely shielded so as to eliminate glare and interference with other exhibitors and guests.

6. No helium balloons may be used as decoration or inflated to distribute to attendees or guests by exhibitors, unless approved by the Good Living KC Expo. A fee of \$150 per balloon will be assessed for any helium balloons that are released and require facility removal.

7. Objects (including such items as flags, banners, poles, etc.) may extend no higher than the 8' height of the drape backdrop of the exhibit booth, except with the written permission of Good Living KC Expo show management.

8. Hanging of Signs: Hanging signs are allowed ONLY in peninsula and island booths which are greater than 10 feet in depth and occupy 400 square feet or more. The length of a hanging sign may not exceed 50% of the corresponding dimension of the exhibit space. Signs may be no taller than 4 feet in height, must hang at or below 20 feet (measured from floor to top of sign, and the sign's bottom must not hang lower than 2 feet above the top of other structures in the booth. Signs must be set back at least 25% of the booth's dimension from the corresponding side line. (i.e., a 20'x40' booth may have a sign that is up to 10'x20'x4' in dimension, which must be set back into the booth by 5' from the 20' side lines, and 10' from the 40' side lines.) All hanging signage must be approved and coordinated through Good Living KC Expo and the Overland Park Convention Center. The cost to hang signs is \$75/sign.

9. No flammable fluids, substances, or materials of such nature, including decorative materials, may be used in any booth. No hazardous displays or demonstrations will be permitted and no hazardous materials will be permitted in the exhibit.

10. All materials used in the construction and decoration of the exhibit including curtains, drapes, and decorations must be constructed of flameproof material, or treated with an approved flame proofing solution. The use of open flames, such as lanterns and candles, is prohibited.

11. Additional Policies & Procedures required by Overland Park Convention Center are included for Exhibitor's review.

12. Good Living KC Expo reserves the right to require modification to or removal of questionable exhibits.

SUPPLIERS:

Overland Park Convention Center – electric, phone

Fern Decorating – carpet, tables, chairs, furniture, electric fixtures, signage, shipping and storage, etc.

ARRANGEMENT OF THE EXHIBITS:

In the event of conflicts regarding space requests, or conditions beyond its control, Good Living KC Expo reserves the right to revise the floor plan, including the relocation of any and all previously assigned booths. The exhibit space diagram shows the floor arrangement of space. Dimensions and location of each booth are believed to be accurate but only warranted to be approximate.

FOOD:

No food or beverage may be served/handed out during the Good Living KC Expo without compliance with the Overland Park Convention Center guidelines. **Bottled water is not allowed to be distributed.** Please refer to the guidelines for any questions you may have for sampling. All food sampling booths serving food or drinks that are not individually packaged are required to purchase a Temporary Food Service permits from the City of Overland Park (\$10 fee). Each vendor must acquire a food permit from the city two weeks prior to the event. Permit items specific to the OPCC are:

- Plastic covering for the food vendor booths
- Ware-washing and additional utensils
- Quaternary Ammonium or bleach buckets (sanitation bucket and gloves)
- Hand washing stations within 20 feet of each food vendor.

OPERATION RESTRICTIONS:

1. Exhibitors must confine their activities to their contracted space. Be courteous to your neighbor!
2. Exhibitors may not use projection devices to project marketing text, images or other content onto walls or other surfaces outside of their booth.
3. Exhibitors will not be permitted to use strolling entertainment or to distribute marketing material, samples or souvenirs except from their own booth.
4. Good Living KC Expo reserves the right to withhold or withdraw permission to distribute gifts, souvenirs, advertising giveaways or other materials it considers objectionable.
5. Exhibitors who use costumed models or mannequins must ensure that their manner of appearance and dress is such as to not offend even the most critical.

6. Exhibitors using music in their booth either live or mechanical, must provide Good Living KC Expo with a copy of Exhibitors licensing agreement with ASCAP, BMI, SESAC or other such licensing organization or must expressly warrant in writing to Just For Her Event that no such license is required due to exemption under 17 U.S.C. 110 (5) or other specified exemption. Further, should Exhibitor play music, Exhibitor agrees to indemnify and hold APWA harmless from any action brought against APWA by ASCAP, BMI, SESAC or other licensing organization for the playing of such music.

7. Exhibitors are prohibited from serving alcoholic beverages. Any other food and beverages must be purchased through the official food vendor or approved by Just For Her Event for sampling, meeting the OPCC sampling guidelines and must obtain a food sampling permit.

8. Exhibitors must comply with all safety provisions as required by the Facility and Fire Marshall.

9. The laws of the State of Kansas shall govern the construction, interpretation and enforcement of this agreement.

10. No exhibitor may offer or distribute any publication or other material created through the offering of the sale of advertising to exhibitors or other public works related organizations not in attendance at the exhibition or tradeshow, with the express intent that such publication or material would be distributed or be made available at any Just For Her Event.

11. Good Living KC Expo shall have the right to determine and specify what vendors will be permitted to provide services and products to the exhibitors at its exhibitions and tradeshows. No exhibitor shall have the right to hand out any information that purports to be or can in any way be construed as being related to the Just For Her Event or that provides a product or service to any other exhibitor, without first obtaining Just For Her Event's written permission.

12. Any firm or organization NOT officially assigned space in the exposition will NOT be permitted to engage in any activities within the exhibit area.

CARE OF BUILDING AND EQUIPMENT:

Exhibitors and their agents shall not injure or deface the walls, floors or any part of the exhibit building or any booth materials and equipment of another exhibitor, contractor, Show Management, or Good Living KC Expo. When such damage appears, the exhibitor causing such damage is liable to the owner of the property so damaged. The distribution of peel-off labels or decals is prohibited. Tape may not be used to adhere signs to any of the building's walls, pillars, or floors.

INSTALLATION AND DISMANTLING REGULATIONS:

1. All displays must be completely installed prior to two hours before the Just For Her Event doors open to the public.
2. Noisy or unsightly work in any exhibitor's booth area after the above deadline and/or during open show hours is prohibited.
3. Exhibitor goods/materials received after the Good Living KC Expo opens to the public must be delivered to the booth at times approved by Show Management. **Delivery during official exhibit hours is prohibited.**
4. Goods and materials used in any display (except bona fide samples) may not be removed from the exhibit hall until the exposition has been officially closed unless approved by Show Management.
5. The deadline for removal of all materials from the exhibit hall will be enforced. It is the sole responsibility of each exhibitor to have materials packed, identified and cleared for shipment by the appropriate deadline published by Show Management.
6. Show Management reserves the right, with no liability whatsoever for damage, spoilage or loss, to dismantle, dispose of, store or clear from the premises any display materials, goods, property or merchandise of an exhibitor who fails to comply with the removal requirements and to order such work to be done at the sole expense of the exhibitor.

TRASH:

Exhibitors are responsible for their own trash.

UNION LABOR:

Exhibitor is required to observe and comply with all union regulations for the State in which the event is being held, as well as contracts with the facility in which the event is taking place, official service contractors and union labor organizations. Exhibitors agree to abide by all local jurisdiction union requirements, if applicable, for work involving installation and dismantling of exhibit space.

AMERICAN WITH DISABILITIES ACT:

Disability Provisions: Exhibitor represents and warrants (a) that its exhibit will be accessible to the full extent required by law, (b) that its exhibit will comply with the Americans with Disabilities Act ("ADA") including, but not limited to: 36" pathways, ramp capabilities for raised or lowered flooring, and installation of tightly woven carpeting less than 1/2" thick to facilitate wheelchair movement and (c) that it shall indemnify and hold Show Management and Exposition Management harmless from and against any and all claims and expenses, including attorney's fees and litigation expenses, that may be incurred by or asserted against Show Management and Exposition Management, its officers, directors, agents or staff on the basis of the exhibitors breach of this paragraph or noncompliance with any of the provisions of the ADA.

PRODUCTS & SERVICES TO BE EXHIBITED:

Products and services to be exhibited must meet the standards of generally accepted public works practices and professionalism. In the event of disagreement, APWA show management's decision shall be final. Any equipment or item that requires a forklift or other motorized vehicle to move it into the booth space must be specifically pre-approved by and arranged through APWA show management. Exhibitors not in compliance will be required to remove the equipment or item in question.

SALES TAX: Exhibitors selling products are responsible for their own Sales Tax. Sales tax forms from the State of Kansas will be supplied by the Good Living KC Expo.