



CONTRACT RULES GOVERNING EXHIBITORS

1. **Show Management.** The term "Show Management" as used herein shall mean Life Marketing and Events, LLC.
2. **Eligible Exhibits.** Show Management reserves the right to determine the eligibility of any company or product for inclusion in the Show. No exhibitor shall exhibit in the space allocated to him any merchandise other than that specified in received application.
3. **Music.** No music of any kind shall be utilized by an exhibitor without written consent of show management.
4. **Limitation of Liability.** The exhibitor hereby agrees to indemnify, defend and protect Show Management and the facility against, and hold and save Show Management and the facility harmless from, any and all claims, demands, suits, liabilities, damage, loss, costs, attorney fees and expenses of whatever kind or nature which might arise out of any action or failure to act of the exhibitor or any of its officers, agents, employees, or other representatives, including but not limited to claims of damage, or loss to property, or harm or injury to a person or persons. The exhibitor agrees to make no claim for any reason whatsoever, including negligence against Show Management, its members or agents or employees, or the sponsors, or the lessors or owners of the exhibit premises for loss, theft, damage or destruction of property; nor any injury to themselves or employees while in the exhibit area.
5. **Building Regulations.** It is understood that the exhibitor shall not deface the premises in any way. Exhibitors will not be permitted to drive nails, hooks, tacks, or put up decorations or adhesive that would deface the premises. Rules and Regulations outlining exhibitor set up will be provided by Show Management prior to the show. All materials used must be non-flammable to conform with the appropriate NEC Materials, The Mohegan Tribal Fire Department must approve any exceptions to this matter.
6. **Display Characteristics.** Facility lighting may not illuminate all areas evenly and effectively, and Management assumes no responsibility for providing additional lighting. If available, an exhibitor may order additional lighting, at its own expense. All booth arrangements shall conform in all respects to the dimensional and height requirements as indicated in the exhibitor manual.
7. **Rejected.** Exhibitor agrees that exhibits shall be admitted and shall remain from day to day solely on strict compliance with the rules herein laid down and those outlined in the exhibitor manual. Show Management reserves the right to reject, eject or prohibit any exhibit in whole or in part, or any exhibitor or his representatives, with or without giving cause. If cause is not given, liability shall not exceed the return to the exhibitor of the amount of rental unearned at the time of rejection. If an exhibit or exhibitor is ejected for violation of these rules or for any other stated reason, no return of rental shall be made.
8. **Insurance.** Show Management is not responsible for loss or damage to exhibitor's property; and in the event the exhibitor desires to have the goods, samples and other property brought upon the exhibition premises insured against loss due to any cause, he shall obtain such insurance at his own expense. The exhibitor shall, at no cost to Show Management obtain and provide certificate of 1. (General Liability and property damage insurance from responsible insurance companies authorized to sell this insurance, and include the broad form liability evidencing bodily injury.) 2. (Workers compensation employers liability insurance for his own employees.) enforced in the state of Connecticut.
9. **Labor.** Connecticut is a right to work state, therefore union labor and drayage fees do not apply. The exhibitor is responsible for their own labor to move in/out their displays, which they can provide themselves or hire out to a third party of their choosing. However, if the exhibitor needs heavy equipment like a forklift or other machinery to move in/out their display, then facility labor charges may apply and the exhibitor will be responsible for such payment directly to the facility.
10. **The Use of Exhibitor-Appointed Show Contractors.** Show Management shall require written notification from any exhibitor using the services of a company other than the official contractor. This notification should include the name and address of the contractor, name of the supervisor to be in attendance, a certificate of insurance, and a statement that the contractor will comply with all rules and regulations of the exhibition including observation of local labor rules. This information should be provided to Show Management at least 30 days in advance of the first day of move-in. Show Management assumes no responsibility for failure of performance by a contractor or subcontractor or their employees, or for their conduct or that of their employees.
11. **Exhibit Logistics.** Detailed data, in the form of an Exhibitor Package, will be mailed to each exhibitor in ample time for advance planning. The package will contain information regarding shipment, labor, electrical services, rental items, exhibit hours, etc. Service order forms for all available services will be included and should be returned promptly.
12. **Amendment to the Rules.** Show Management reserves the right to adopt, orally or in writing, any additional rule or regulation, move or remove an exhibit, or take any further action if Show Management deems such action necessary for the good of the Show. Said action shall have the same force and authority as though fully incorporated in the agreement herein.
13. **Subleasing/Sharing.** Assignment (in whole or in part), subletting or licensing of space by the exhibitor or use of the space not authorized in writing by Show Management is prohibited.
14. **Cancellation Policy.** If an exhibitor fails to make payments due hereunder on the date or dates specified, then Show Management may cancel this agreement or change such exhibitor's space assignment at Show Management's sole discretion and without further notice.
15. **Acts of God, Fire, Strikes, Etc.** In the event that any outside cause, such as war, fire, strike, government action, or other emergency, or event of "force majeure" prevents the exhibit from being held, Show Management will retain such part of exhibitor's rental as shall be required to compensate Show Management for expenses incurred up to the time such contingency shall have occurred and Show Management shall not be responsible for any of exhibitors expenses or damages resulting from such a cancellation or postponement of the exhibit.
16. **Compliance with Laws.** Exhibitors must comply with all laws, rules, regulations and ordinances in force. In addition, exhibitors are subject to the terms and conditions of the lease between Show Management and the lessor or the exhibit premises.
17. **Show Location.** If for any reason, Show Management determines that the location of the Show should be changed or the dates of the Show changed, no refund will be due the exhibitor, but Show Management shall assign to the exhibitor, in lieu of the original space, such other space as Show Management deems appropriate and the exhibitor agrees to use such space under the terms of this agreement. Show Management shall not be financially liable or otherwise obligated in the event the Show is postponed or relocated.
18. **Taxes and Licenses.** Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local, state, or federal law applicable to their activity at the exhibition. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authorities at the exhibition.
19. **Connecticut Law.** This Agreement shall be deemed made in the state of Connecticut and shall be construed in accordance with the laws of the state of Connecticut applicable to contracts entirely made and performed therein.
20. **The Entire Agreement.** This agreement contains the entire agreement of the parties hereto with respect to the matters embraced herein and may not be modified, discharged or terminated, except by a written instrument, signed by the party to be charged.
21. **Cancellations.** All sponsorship contracts are final, non-cancelable and non-refundable.
22. **The MTGA, "Mohegan Sun" & "Life Marketing & Events, LLC."** trademarks, brand logos, label designs, product identification, decals and artwork displayed by the Exhibitor shall be and remain the property of Mohegan Sun or Life Marketing & Events, LLC and may not be used without prior written consent.

Having read the terms of this contract, it is understood and agreed that the sponsor/exhibitor shall be bound by all rules, regulations and requirements set forth by Life Marketing and Events, LLC.

SIGNATURE:

DATE:

COMPANY:

TITLE: