

## **EXHIBITOR AGREEMENT** (Made a part of contract on reverse side)

*For the purposes of this contract, "TTS" refers to TTS of Green Bay, LLC; "Lessor" refers to PMI, managers of the facility; "Exhibitor" refers to any selling or non-selling vendor, display, manufacturer, or other party requesting space at the show.*

- A. TTS will provide reasonable security service during the show and overnight Friday and Saturday, but neither the Lessor nor TTS is responsible for theft, damage, loss or injury to Exhibitors. Security is not maintained after close of show on Sunday; any properties, literature, etc. must be boxed, labeled and secured if left in the building after the close of the show and neither the Lessor nor TTS assumes responsibility for their safe-keeping.
- B. Equipment and services will be furnished according to rates established by TTS. It shall be understood that the liability of TTS shall be limited to refunding of rental fees paid should cancellation of the show be necessary. Payments of rental fees paid are not refundable in the event of Exhibitor cancellation (or exhibit size reduction) less than sixty (60) days before the show. Exhibitor cancellation must be given to TTS in writing. A service fee of 25% of the total amount due will be assessed when refunds are made.
- C. Fifty percent (50%) of show fees are due with signed contract; the remainder will be due after subsequent invoice sent with confirmation. In the event an Exhibitor must be turned away due to the show being filled, any payments will be fully refunded. Fees indicated on the reverse side will increase \$10 in each category if the application is filed after January 31<sup>st</sup>, 2010. No applications will be accepted after April 1<sup>st</sup>, 2010 except in the event of last-minute cancellations. In the event of non-payment, TTS will be entitled to recover all costs of collection, including reasonable attorneys' fees.
- D. Signature of this application binds the Exhibitor to rental space indicated subject to rates as indicated and to the conditions noted on this application. While every effort will be made to accommodate exhibitor needs, *TTS reserves the right to make floor plan and booth location adjustments which may be deemed necessary for the successful operation of the show.*

### THE EXHIBITOR AGREES:

- 1. To set up their display during installation dates and times and take down their display during dismantle dates and times. Materials, exhibits and decorations are not to be removed before close of show, in compliance with the official show schedule.  
**NONCOMPLIANCE MAY RESULT IN EXCLUSION FROM FUTURE SHOWS.**
- 2. **To provide their own table skirting**, or to rent table skirting from TTS, in order to maintain a professional appearance.
- 3. To provide and set up their own standoff ropes where applicable; *please take standoffs into consideration when noting size preferences.*
- 4. To obtain a Wisconsin Seller's Permit where applicable. For information, contact: Wisconsin Dept. of Revenue, Attn. Operator/Vendor Program, PO Box 8092, Madison, WI or call 608-267-3244. You will be asked to forward a copy of this to TTS prior to the show dates.
- 5. To comply with all other show instructions per information packet which will be mailed after February 28, 2010. This includes, but is not limited to providing a list of staff members for name badge creation.
- 6. To refrain from creating obnoxious odors or smoke, or operating any machine, or to project sound at a level which might be objectionable and might interfere with the overall success and enjoyment of the show by those in attendance or neighboring vendors.
- 7. To provide any safety guards, shields or precautions to prevent possible injury to spectators, or to provide such for the protection of an exhibitor's or vendor's display or goods, as TTS will not be liable for damage.
- 8. Not to distribute any dangerous or harmful articles.
- 9. To be completely responsible for setting and dismantling displays unless other services have been contracted.
- 10. Not to transfer or sublet the space or any part thereof, or permit the space to be used by any other person without the prior written consent of TTS.
- 11. Not to injure, deface, mar or damage booth materials, walls, floor or any other part of building and to be liable for any such damage.
- 12. To comply with all State, County, Town or City Ordinances which govern operation of public events, and to refrain from consuming or dispensing beer or liquor or other intoxicating beverages in the facility.
- 13. To fully indemnify and hold harmless the Lessor and TTS and its employees and volunteers from all actions, claims, costs, damages, liability and expenses, including, without limitations of the foregoing, all automobile or other vehicular accidents or occurrences, or arising out of or involving Workmen's Compensation or death claims, which may be brought or made against TTS, or which they may pay, sustain or incur, which in any way arise out of or by reason of, or are claimed to arise out of or by reason of the exhibition named on this contract. The Exhibitor shall fully indemnify and hold harmless the Lessor and TTS as stated in the first sentence of this paragraph, whether or not negligence or other fault of TTS or their employees or volunteers contributed to, or are claimed to have contributed to, the actions, costs, damages, liability or expenses. If such actions, claims, costs, damages, liability and expenses are caused by sole gross negligence of TTS or their employees or volunteers then, but only then, this indemnification shall not apply.
- 14. To provide to TTS a Certificate of Insurance prior to set-up, if necessary and requested to do so.
- 15. To be responsible for calculation and payment of all taxes applicable to any and all sales. The Lessor and TTS do not assume responsibility for taxes or their payment. **Brown County sales tax rate is currently 5.5%.**
- 16. Not to bring any animals into the facility without prior permission by TTS.

*The Exhibitor further agrees to abide by any other rules that are deemed necessary to the successful conduct of the above event. Any other matters not expressly provided herein shall come under the jurisdiction of the Lessor.*

**For more information or to have any questions answered, please see our website at [www.ttsgbllc.com](http://www.ttsgbllc.com) or email [info@ttsgbllc.com](mailto:info@ttsgbllc.com).**