



## Exhibitor Agreement

### 2019 Nashville Golf Show

In consideration for its participation in the 2019 Nashville Golf Show (the "Show"), the undersigned Exhibitor agrees to the following terms and conditions of such participation:

#### 1. Definition of "Management"

The word "Management" used herein or in subsequent regulations shall mean Nashville Golf Show, LLC ("NGS"), agents or employees acting for it, in management of the Show. NGS 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, a deposit of 50% is payable at the time the signed contract is received and approved by Management. The remaining balance of any reservation is due as set forth in the Exhibitor Contract. No space assignment will be made unless the contract is accompanied by the required 50% deposit or payment in full. Mail the signed Exhibitor Agreement and the Exhibitor Contract with payment to NGS, P. O. Box 41293, Nashville, TN 37204. Make checks or money orders payable to Nashville Golf Show, LLC. You can also pay with a credit card or PayPal.

#### 3. Cancellation

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 the Contract, Exhibitor may only do so by giving notice in writing to Management. Cancellations received at least 60 days prior to the start of the Show will receive a full refund less a \$100 administrative fee. From 59 days to 30 days before opening, Exhibitor will forfeit the initial deposit paid with this contractual agreement (50). Cancellations made less than 30 days prior to the Show will receive no refund for any reason.

#### 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 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. The Management must approve "Roaming" or any additional business outside the booth space purchased in writing prior to the start of the Show.

#### 5. Show Hours and Display/Staffing Requirement:

Hours of the show are

Friday Feb. 15th, 1pm-8pm

Saturday Feb. 16th, 10am-6pm

Sunday Feb. 17<sup>th</sup>, 10am-4pm

Show hours are subject to change. Exhibitor shall have its exhibit(s) completely assembled and ready to be viewed by guests no later than 12 noon on Friday, February 15th, 2019. Unless otherwise expressly approved by Management, each Exhibitor must keep an attendant in their display during the advertised hours of the show. All exhibits must remain intact until closing each day.

#### 6. Assignment of Space

Space assignments are made in Management's sole and absolute discretion in order to create an attractive and successful show. NGS reserves the right to change the floor plan (including but not limited to aisle space) without notice, to provide a more satisfactory, attractive and successful show. NGS has the absolute discretion to exercise this right at any time.

#### 7. Construction of Booth

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. Unless otherwise expressly approved by Management, no part of any display, including sign age, shall be in excess **of twelve 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. Peninsula or island type displays, to form a walkthrough 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 sidewall 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. No cardboard of any kind will be permitted to be used

in the display or construction of any booth. Except as specifically provided in the Exhibitor Contract, the Management does not provide any equipment, decoration, labor carpenters, storage for exhibit materials, special lighting, gas, water supply or other related services. Exhibitor must make all arrangements for these items, and exhibitor shall defend, indemnify and hold harmless NGS for any and all claims, losses, damages, injuries or other charges, which may occur from such arrangements made by Exhibitor.

### **8. 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. Show Management must approve the use of helium balloons for display purposes.

### **9. Installation and Removal of Exhibits**

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

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

### **10. Security**

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

### **11. Show Closing**

In order to maintain security protection, it is requested that all exhibit personnel leave the show site as quickly as possible following the closing on Friday and Saturday evenings. No access shall be granted to any Exhibitor after Show hours unless Management is present.

### **12. 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 therein 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.

### **13. Soliciting/Canvassing**

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.

### **14. Liability**

Exhibitor acknowledges that NGS; 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. NGS, 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.

### **15. Proof of Insurance /Indemnity**

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 Nashville Golf Show, 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 fifteen (15) days prior to the start of the Show.

Exhibitor shall defend, indemnify and hold harmless NGS and its designated agents, employees and/or contractors, from and against any and all claims, losses, damages, injuries, penalties, governmental charges or fines in any amount arising out of or caused by Exhibitor's use of the premises, the conduct of Exhibitor's business or from any activity or work done, permitted or suffered by Exhibitor in or around the premises, including but not limited to, the installation, operation, maintenance or removal of exhibits.

### **16. Sound/Music Devices**

Exhibitors shall not use music from any source, which requires permission from the copyright owner unless they have obtained a license to perform such music and provide Management with a full executed copy of the license Agreement.

The use of sound devices, megaphones, loud speakers, radio sets or any other method of sound reproduction is permissible, but must be controlled so as to not disturb neighboring Exhibitors.

## **17. Permits/Licenses**

Exhibitor 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.

## **18. 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 without the prior written consent of Management is strictly prohibited.

## **19. Copyright/Trademark Infringement**

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

## **20. 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 Show managed by NGS.

## **21. Eventualities**

Should the Show be cancelled or postponed by reason of an act of God, catastrophe or other occurrence or event beyond the control of the Show, Exhibitors will be refunded only that portion of its payment that remains after the Show pays all expenses and losses caused by such cancellations or postponement. Management makes reasonable attempts to attract qualified attendees to its Show, but does not guarantee specific volumes or levels of attendees.

## **22. Americans with Disabilities Act (ADA)**

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 Exhibitors noncompliance with ADA requirements.

## **23. 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 for the state of Tennessee.

## **25. Governing Laws and Forum**

This Agreement is deemed to be entered into in the State of Tennessee and governed by the laws of the State of Tennessee. Exhibitor stipulates that the exclusive venue for any proceeding to interpret or enforce the terms of this Agreement shall be in the Chancery Court for Davidson County, Tennessee or the U.S. District Court for the Middle District of Tennessee.