

Exhibitor Terms and Conditions

1) Purposes: Wedding Show, LLC. (WS) The producer and coordinator of The Seattle Wedding Show, Inc., scheduled for January 27th & 28th, 2024, at The Seattle Convention Center (referred to below as "SCC") in Seattle, Washington. The Exhibitor wishes to participate in The Seattle Wedding Show and has received WS's approval to exhibit. Both WS and Exhibitor are subject to specific requirements of the SCC. The Parties further desire to set forth the Agreement between them. In consideration of these purposes and the mutual terms and conditions set forth below, the Parties agree as follows:

2) Additional Service Fees: To participate in temporary events in the City of Seattle, each Exhibitor must have either a City of Seattle Business License or obtain a temporary event license for \$10.00 per exhibit day. A city ordinance requires WS to provide the City of Seattle with a complete list of all Exhibitors participating in the event and collect a \$10.00 per exhibit day fee from all Exhibitors without a Seattle Business License. Each Exhibitor is responsible for one of the following:

A) Provide WS with a copy of your Seattle Business License or the Customer Number (top right corner of your license).

B) If you do not have a City of Seattle Business License or do not provide the information mentioned above, a \$20 charge will be added to your Exhibitor's invoice. WS will pay said fee to the City of Seattle on your behalf.

3) Exhibitor's Booth Equipment: WS will provide the Exhibitor's booth(s) with one 8' tall white draped backdrop, two 3' tall white side drapes (one side drape for corner booths), one identification sign, and one 500-watt electrical outlet regardless of booth size. One 8' white draped table per 10' wide booth space (one 4' white draped table for 5' wide booth space), and one chair per table. Transportation space, regardless of size, will receive one 4' drape table, chair, exhibitor identification sign, and 500-watt electrical outlet. Gown sale participants will receive poles and black drapes to create a communal dressing room, sales area, and one full-length mirror. No tables, chairs, or power are provided in the gown sale. Exhibitors can order up to 6 exhibitor badges (some exceptions apply). A list of Exhibitor's personnel is due on **1/12/24**. Badges are not for public use. Badges will be available at exhibitor check-in located at the show entrance on Saturday and Sunday. New for 2024, each Exhibitor will be provided one basic WIFI connection(1.5 Mbps). Upon request made to WS's show decorator, the Exhibitor may obtain booth cleaning and additional electrical service for its booth, as well as booth carpeting and additional tables and risers. A complete list of these items and the applicable charges will be posted on the vendor information page at www.weddingshow.com. (Estimated posting - July 2023). Transportation space, regardless of size, will receive one 4' drape table, chair, exhibitor identification sign, and 500-watt electrical outlet. Gown sale participants will receive a black drape to create a communal dressing room, sales area, and one full-length mirror. No tables, chairs, or power are provided.

4) Occupancy: The Exhibitor agrees to have its exhibit ready for public viewing no later than Saturday, 10:00 am, January 27, 2024. The Exhibitor further agrees to occupy and maintain its exhibit space during advertised show hours. (January 27, 2024, 10:00 am to 5:00 pm and January 28, 2024, 10:30 am to 4:00 pm)

5) Move-In: Exhibit materials can be delivered to the SCC on Thursday, January 25, 2024, from 1 pm to 6 pm by special arrangement only, Friday, January 26, 2024, from 10 am to 6 pm, and Saturday, January 27, 2024, 8:00 am to 10:00 am.

6) Display Removal: No exhibit or any part of an exhibit may be removed from the SCC during show hours. Disassembly during show hours will result in a penalty of \$500.00.

7) Move-Out: The Exhibitor agrees not to disassemble their display until January 28, 2024, at 4:00 pm. The Exhibitor agrees not to place anything in aisle ways until the show decorator removes the aisle carpet. In the event Exhibitor has not entirely removed all display items before Sunday, January 28, 2024, at 9:00 pm, WS shall be authorized to remove, at the sole expense of the Exhibitor, any items remaining on the property without liability for any damages or losses.

8) Use of Space: Exhibitor's use of display booth(s) shall be limited to merchandise and/or services listed on page 1 and shall be used for no other purpose without the prior written consent of WS. WS reserves the right to reject or remove any display or presentation that, in its sole discretion, deems inconsistent with the use set forth on this participation & advertising agreement or which otherwise fails to comply with the terms of this Agreement.

9) Display Restrictions: No signs, partitions, apparatus, shelves, etc., may extend more than eight feet above the floor along the rear of an exhibit or extend more than 50% the distance from the back of the booth toward the front. The Exhibitor agrees not to obstruct aisles or access to neighboring booths nor conduct or operate its exhibit to cause interference with, annoyance, or endangerment to other exhibitors or visitors. This restriction applies to but is not limited to the volume of PA systems, persons, musical instruments, or any device in which volume might be objectionable to WS. The distribution of any samples, souvenirs, publications, or other sales or promotional activities shall be conducted only from within the Exhibitor's booth. The Exhibitor and its agents, employees, business invitees, and assigns shall comply with the rules and regulations outlined in the Exhibitor's Packet. (estimated posting online - July 2023)

10) Damage or Defacement of SCC: Exhibitor shall not injure, mar, or deface the interior or the grounds outside the SCC. The Exhibitor shall not drive any nails, hooks, tacks, or screws in any part of the SCC, nor shall it make any alteration of any kind therein. Upon demand of the SCC or WS, the Exhibitor shall pay to SCC or WS such sums as shall be necessary to restore the premises, center, or grounds to their original condition if any portion thereof shall be damaged by the act, default, or negligence of the Exhibitor.

11) Transportation of Materials: The Transportation Management Plan shall govern Exhibitors' move-in/out at the SCC. WS may amend the plan and guidelines when WS shall deem the amendment or modification to be in WS's best interest. After notice, the Exhibitor agrees to comply with the revisions. The Transportation Plan will be outlined in the Exhibitor Packet (estimated post online - July 2023)

12) Food Sale and Distribution: The Exhibitor may not sell food or beverages in the SCC without written consent from WS, SCC, and ARAMARK (catering agent for the SCC). If you plan to serve samples* of food or beverages at The Seattle Wedding Show, the Exhibitor is solely responsible for obtaining any necessary licenses and paying the required fees to King County Health Department, and completing the ARAMARK food sampling form posted online at www.weddingshow.com. (*Sample sizes: drinks are limited to a maximum of three (3) ounce containers, and food items are limited to three (3) ounces or bite-size portions.) Food and/or beverage items as traffic promoters (i.e., popcorn, coffee, bar service) must be purchased through ARAMARK.

13) Alcoholic Beverages: Exhibitor and their employees, agents, and guests shall not distribute alcoholic beverages at The Seattle Wedding Show.

14) Lotteries and Contests: The Exhibitor shall be solely responsible for ensuring that any drawings, lotteries, or contests held by Exhibitors on the premises are conducted in strict compliance with the law.

15) Dispensing of Advertising Materials: The WS reserves the right to restrict or remove signs, literature, and business cards of businesses or persons not leasing exhibit space in The Seattle Wedding Show. An Exhibitor may only display signs and dispense literature and advertising materials regarding their particular business within their booth space. This applies to, but is not limited to, any advertising containing companies that could lease separate exhibit space, in WS's opinion.

16) Floor Plan/Relocation: WS reserves the right to alter the number of booth spaces in the SCC, limit the number of Exhibitors in each business category, and reserves the right to relocate the Exhibitor for the sole purpose of consolidating traffic flow. Floor plans are subject to change without notice.

17) Indemnification: In consideration of being permitted to participate in The Seattle Wedding Show, the Exhibitor hereby agrees to hold WS and the SCC harmless for and from any loss, injury, or damage to any person or property, caused by negligent acts, errors, or omissions of this Exhibitor, its agents, guests, or employees. The Exhibitor agrees to reimburse said WS and SCC for any expenses, including but not limited to any reasonable attorney's fees or court costs (collectively, "losses"), necessarily incurred in defending against any claim arising from said negligent act or omission. The Exhibitor agrees to this indemnification by initialing #9 on page 1. The Exhibitor may choose to provide the WS with a Certificate of Insurance naming WS and SCC as CO-insured based upon the limits outlined in paragraph 18 of this Agreement.

18) Exhibitor Insurance: Exhibitor shall, at its own expense, maintain comprehensive general liability insurance of \$300,000.00 bodily and not less than \$100,000.00 of property damage. Insuring against all liability of the Exhibitor and his/her authorized representatives arising out of and in connection with the Exhibitor's use of or benefits of the exhibit space.

19) Assignment or Transfer: The contracted space is to be used solely by the Exhibitor whose name appears on the contract. No portion can be sublet or assigned under this Agreement without the prior written consent of WS. Any authorized assignment or sublease shall not release the Exhibitor of all liability under this Agreement. The Exhibitor shall remain jointly liable with the assignee or sublessee as a surety for the full performance of all obligations in this Agreement. In addition to the recovery of all damages resulting therefrom, WS shall be entitled to use self-help and/or available legal means to remove from the event the assignee or sublessee who has not received WS's prior approval.

20) Exhibitor Fee: The Exhibitor agrees to pay WS on or before the dates shown on their invoice. The booth fee represents an Exhibitor's fee for space and advertising reserved under this Agreement. Except as outlined in paragraph 22 below, the deposit and necessary payment are non-refundable. If the Exhibitor has not paid the required fees set forth on their invoice by the scheduled dates, WS will provide a five-day notice to the Exhibitor. If the outstanding balance is still not paid, WS may elect to terminate this Agreement, and the Exhibitor's amount paid will be forfeited.

21) Cancellation: The Parties agree that the success of the WS is dependent upon the participation of a large number and a broad range of Exhibitors. The Exhibitor's cancellation for any reason will, therefore, be detrimental to the WS and/or will result in the WS's expenditure of additional time and effort in locating a substitute Exhibitor for the booth(s) reserved under this Agreement. The amount of the resulting damages will be difficult to determine. If the Exhibitor cancels this Agreement by written notice before June 10, 2023, funds paid toward booth space are refundable less a 10% admin fee. If the Exhibitor notifies WS in writing of its cancellation after June 10, 2023, there is no refund, but there will not be any additional fees due. WS will retain all amounts previously paid as liquidated damages. WS reserves the right to cancel this Agreement based on information received from a reliable or official source that may question the Exhibitor's ethical or legal business practice. If such cancellation should occur, WS will refund Exhibitor's booth payment in full. WS reserves the right to refuse exhibit space to any Exhibitor or potential Exhibitor.

22) Interruption or Termination: It is understood and agreed that WS and SCC reserve the right to interrupt or terminate the event when, in the judgment of WS or SCC, such interruption or termination is necessary to protect public order or safety. The Exhibitor waives any claim against WS or the SCC for refund, damages, or compensation should the event, and therefore this Agreement, be so interrupted or terminated. If the space reserved hereunder or any portion of the exhibition area is destroyed or damaged by fire, or any other cause, or in the event any casualty renders WS or SCC fulfillment impossible or impractical, then this Agreement shall terminate. Neither WS nor SCC shall be liable for any refund or damages to the Exhibitor. Exhibitor further assumes the risk of any prevention or interruption, at the event, due to strikes, lockouts, labor disputes, acts of God, structural defects in the SCC facility, hostile governmental action, riot, civil commotion, or other causes beyond the reasonable control of WS. WS shall not be liable to the Exhibitor for any refund of damages resulting therefrom.

23) Default: The Exhibitor's failure to comply with any term or condition of the Agreement shall constitute default. In addition to the specific remedies set forth elsewhere in this Agreement, the Exhibitor's default shall entitle WS, at its election, to immediate termination of this Agreement, to seek injunctive relief, and/or to the recovery of all damages resulting from the Exhibitor's default. The remedies outlined in this Agreement are cumulative.

24) Attorney's Fees: Should WS bring any action or court proceeding to enforce this Agreement, WS shall be entitled, in addition to court costs, to the recovery of its reasonable attorney's fees, and such amount shall be made part of the judgment.

25) Corporate Representatives: If Exhibitor is a Corporation, the Party or Parties executing this Agreement on behalf of Exhibitor represent that such Party or Parties have authority to bind Exhibitor, that Exhibitor is a validly existing corporation, that Exhibitor is authorized to transact business in Washington State, and that Exhibitor is otherwise in compliance with all tax and corporate laws.

26) Confidentiality of leads obtained at the show: The Exhibitor acknowledges that leads acquired at the Exhibitor's booth (collectively "lead information") is proprietary and confidential, and release of the lead information to non-authorized businesses may irreparably damage WS. The Exhibitor agrees to use the lead's information only for the purposes of soliciting business for the Exhibitor's contracted products and services.

27) Exhibitor is subject to state laws regarding the disclosure and retention of public records (e.g., Chapter 42.56 RCW "The Public Records Act") and other applicable laws and court orders which require a government agency to release the lead information to third parties. WS will hold the Exhibitor harmless for releasing the lead information under a public records request or other request made under applicable laws or court orders. The Exhibitor will notify WS of a request for the lead information and allow WS at least five days to seek a court order to prevent disclosure of the lead list before releasing it and asking the requestor not to use or distribute the list for commercial purposes. In the event the Exhibitor releases the leads it acquired, at the show, to a non-authorized business that uses the leads for commercial purposes, and such release is not in response to a public records request or according to any other applicable law, court rule, or court order, Exhibitor agrees to pay WS liquidated damages of \$3,000.00 for each non-authorized business to which Exhibitors provided the leads and used the leads for commercial purposes.

28) Entire Agreement: This Agreement embodies the Parties' Entire Agreement. Any other agreement between the Parties shall be ineffective to modify this Agreement unless outlined in writing and signed by the Parties.

29) Time is Of the Essence: Time is of the essence regarding the performance of each of the covenants and agreements of this Agreement.

30) Severability: If any provision of this Agreement shall be deemed void or unenforceable by a court of competent jurisdiction, such determination shall not affect any other provision, and all other provisions shall remain in full force and effect.

Website Terms and Conditions

- 1) Purposes: WS is the webmaster and host of www.weddingshow.com, a website dedicated to local weddings. The Advertiser wishes to participate on www.weddingshow.com and has received WS's approval. The Parties further desire to set forth the Agreement between them, and in consideration of these purposes and the mutual terms and conditions set forth below, the Parties agree as follows:
- 2) Products: WS will provide the following depending on the product reserved:
 - A) Premium Listing: One-year service, online listing with a link at www.weddingshow.com, under the Exhibitor's approved service category. 750px wide x 500px high image and 25 words of copy per listing.
 - B) Banner: One-year service on the approved service category page (subject to availability). Ad Size is 500px wide x 750px high and links to Exhibitor's site.
- 3) Art and Text Submission: The Advertiser is responsible for emailing the following to howard@weddingshow.com:
 - A) Premium Listing: Business name to be posted, service category, phone number, web address, image, and 25 words of copy.
 - B) Banner: Art must be provided to the size noted above. Banners can be created for \$75 per hour. Most ads take about 30 minutes.
- 4) Art Charges: There is no art charge for premium listings, only banners. After you provide WS with your art for your banner, WS will create your image and send a proof for approval. Art charges are billed at \$75.00 per hour.
- 5) Expiration: Before the Advertiser's one-year service expires, WS will contact the Exhibitor to renew your service. If the Advertiser declines or does not respond, the Advertiser's service will be canceled at the end of the month.
- 6) Cancellation: There is no refund on cancellations. WS reserves the right to cancel this Agreement based on information received from a reliable source or official source that may question the Advertiser's ethical or legal business practice. If such cancellation should occur, WS will refund Advertiser's ad payment in full. WS reserves the right to refuse ad space to any Advertiser or potential Advertiser.