

Terms & Conditions

APPLICATIONS: Applications for booth space must be made by filling out the applications form completely and accompanied by the required payment. Products and services to be displayed must be specified on the application under the title Products to be sold.

The Sponsor reserves the absolute right to decline any application for booth space. Before or after signing up for booth space if it is deemed necessary by The Hondo Group, LLC or the Venue that you are in conflict with sponsors or in-house Venue concessions of any kind, your contract could be terminated or not allowed to participate as a vendor.

EXHIBIT SPACE AND FLOOR PLAN The exhibit space floor plan for this exhibit will normally be maintained as initially offered. The Sponsor reserves the right, however, to modify the Floor plan to the extent necessary for the best interest of the exhibition and the Sponsor and to comply to any current regulations.

LIMITATION OF LIABILITY Applicant covenants and agrees to protect, indemnify and save harmless the Sponsor, its service contractors, and the Exhibit Hall management from any and all liability, damage or expense arising out of or connected with any injury to any person while in the applicant's exhibit area, property, or loss, theft, damage or injury to property, resulting directly or indirectly from any act or omission of applicant, or failure of applicant to comply with any of the terms and conditions of the Application and Contract, or the Conference and Exhibit rules and regulations, or of the terms of the written lease entered upon by and between the Sponsor and the Applicant, or of the rules and regulations of Applicant, or of the laws of the state the event is held. The applicant is responsible for the total rent for booth space irrespective of the date or reason for such cancellation and withdrawal, including cancellation and withdrawal by the applicant because of failure of exhibit to arrive for any reason or cancellation or postponement by the Sponsor as the result of action by the Exhibit Hall management or the result of strikes, lockouts, acts of God, inability to obtain labor or materials, government action of whatsoever nature, war, civil disturbances, pandemics, fire, unavoidable casualty, pandemic or other causes whether similar or dissimilar beyond the control of the Sponsor. In the event of cancellation or postponement by the Sponsor as a result of the aforesaid causes, the applicant expressly waives such liability and releases the Sponsor of and from all claims for damages and agrees the Sponsor shall have no obligation to applicant.

INCLUSION OF RULES AND REGULATIONS AND OF MASTER LEASE Applicant expressly understands & agrees to be bound by the terms, conditions, rules, & regulations contained in this document, copies or pertinent extracts of which are on file with the Sponsor and available for inspection during usual business hours; such documents being made an integral part of the Application & Contract between applicant and the Sponsor for this reference & to the same extent as if said documents were set forth in full text in this Application & Contract.

VIOLATIONS The interpretation of these terms and conditions and documents included herein by reference are the responsibility of the Sponsor. Violation by applicant of any of these terms and conditions and documents included herein by reference shall subject the applicant to cancellation of its contract to occupy booth space, and to retention by the Sponsor of all monies paid, as liquidated damages. Upon due notice to applicant of such cancellation, the Sponsor will have the right to take possession of the applicant's space, remove all persons and properties of the applicant and hold the applicant accountable for all risks and expenses incurred in such reentry and removal.

AMENDMENTS In the event any unforeseen event renders it necessary, the Sponsor may amend these terms and conditions and documents included herein by reference. All said amendments will be published and copies mailed to each applicant who shall be bound thereby per request.

ARBITRATION CLAUSE Whereas, the Exhibitor is entering into a booth lease agreement with The Hondo Group, LLC, for and in consideration of this ease agreement, it is agreed that any controversy or dispute arising out of or related to said lease shall be determined by arbitration conducted in Eufaula, Barbour County, Alabama in accordance with the Federal Arbitration Act. Prior to the institution of the arbitration proceedings, the parties shall notify each other of the existence of any controversy and shall attempt in good faith to resolve their differences within fifteen (15) days after the receipt of such notice.

If the dispute cannot be resolved within the said fifteen (15) day period, either party may file a written demand for arbitration with the other party. The party filing such demand shall simultaneously specify such party's arbitrator, giving the name, address and telephone number of said arbitrator. The party receiving such notice shall notify the party demanding arbitration of such receiving party's arbitrator, giving the name, address and telephone number of said arbitrator within ten (10) days of the receipt of such demand. The arbitrators named by the parties need not be neutral but must be licensed attorneys approved by the American Arbitration Association. The Circuit Judge of the Circuit Court of Barbour County, AL, on request by either party, shall appoint a neutral licensed attorney to serve as the third arbitrator, and shall also appoint an arbitrator for any party refusing or failing to name his arbitrator within the time herein specified. The arbitrators thus constituted shall promptly meet, select a chairperson, fix the time, taking into account the complexities of each case and the time needed for the parties to prepare for the arbitration and place, within Eufaula, AL of the arbitration, and notify the parties. The decision of the majority of the arbitrators shall be final, binding and conclusive upon the parties hereto, and judgment upon the award in any such arbitration may be entered in any state of federal court having jurisdiction. In making their decision the Arbitrators shall consider only material evidence that is pertinent, relevant and probative to or of the issues presented or raised in the arbitration proceeding. In any controversy or dispute arising out of this agreement where the arbitrators have determined that The Hondo Group, LLC must pay damages, the sole damages, if any, which may be considered or awarded by the arbitrators shall be actual damages, and shall not consider or award any other types of damages, including without limitation, remote, non-economic, consequential, punitive or exemplary damages. Further, it is the intent of the parties that no claim arbitrated hereunder shall be arbitrated on a class wide basis or in a proceeding in the nature of a class action. Each party shall bear the expense of its own arbitrator, and the expense of the third arbitrator and the arbitration shall be borne equally by both parties.

Notwithstanding this agreement, nothing shall bar The Hondo Group, LLC or its assigns from proceeding in a court of law or equity to resolve disputes or controversies arising in connection with a debt, note or other monetary obligation owed to them by the Applicant, or from seeking or obtaining injunctive relief, under the usual equity rules, including without limitation, the applicable rules for obtaining specific performance, restraining orders and preliminary injunctions.

EXHIBIT HOURS The days and hours during which this Exhibit will be open to consumers are as follows:

Friday 12pm to 7:00pm

Saturday 12pm to 7:00pm

Sunday 12pm to 7:00pm

*TIMES ARE RELATIVE TO WHICH STREET FEST EVENT LOCATION

DISPLAY CONSTRUCTION

A. Height Limits: The standard booth height limit is 10 feet. B. Sidewalls: All booths must provide "see-through" lanes extending four feet from the aisle into the booth and is limited to 38 inches in height.

C. Exposed Walls: All exposed parts of constructed displays must be finished to present an attractive appearance when viewed from aisles or other adjoining booths.

D. Coordination with Adjoining Exhibitors: The Sponsor, upon request, will advise an exhibitor which other exhibitors are occupying adjacent booths as they may mutually coordinate their booth construction. By doing so, it is frequently possible to eliminate the need for more than one divider to finish the back or side walls to fit in with adjoining constructions, and to generally cooperate in achieving an attractive exhibit.

CHARGEABLE SERVICE Except for those items listed in this contract; other booth services required by the exhibitor

are not included in booth rental. Other available booth services and charges will be mailed/emailed to you. Other services needed such as plumbing, carpentry, labor for moving displays and etc., are the responsibility of each exhibitor.

ELECTRICAL POWER: Power must be ordered and paid for by filling out the appropriate power form or by going to our web site and ordering it online. Each exhibitor must anticipate his electrical power needs fully so all the other exhibitors will be protected against power shortages. Any exhibitor who overloads or pulls more current than he has ordered will be penalized to the extent that his entire electrical service will be discontinued

until the necessary additional lines can be run to his booth and he will be required to pay the charges for having a special line run to his booth. The exhibitor shall use responsible care to prevent any interruption in the service. Neither the Sponsor nor their service contractor shall be held responsible for any interruption that may occur due to breakage of machinery apparatus or equipment failure in power lines, etc. Power is normally turned on one hour before official opening time each day and turned off at the closing hour. If additional service is required, arrangements must be made in advance with the electrical contractor. If 24-hour service is required during move-in days, similar arrangements must be made. *POWER DETAILS ARE RELATIVE TO WHICH STREET FEST EVENT LOCATION

INSTALLATION OF EXHIBIT: Thursday, from 8:00am to 5:00pm. Friday 7am-10am. All exhibits must be installed by 10:00am Friday. No Cased exhibits or crated equipment will be received in the exhibit area after 10:00am, Friday, and only last-minute arranging of exhibits, placing of furniture, etc., will be permitted after 10:00am, Load Out is Sunday 7pm-11:59pm & Monday 8am-3pm

CHARACTER OF DISPLAY: The Sponsor reserves the right to approve the character of any display and to prohibit any display which, because of noise or other objectionable features. Promotional devices and 'stunts' which are overaggressive in character will not be permitted.

FOOD/BEVERAGES: Food and/or beverage vendors could be subject to a contingency/required agreement with the Venue before being able to participate and sign up as a vendor. Before or after signing up for booth space if it is deemed necessary by The Hondo Group, LLC or the Venue that you are in conflict with sponsors or in-house Venue concessions of any kind, your contract could be terminated or not allowed to participate as a vendor.

USE OF SOUND DEVICE: Use of sound slides, sound motion pictures, loud speakers or other sound devices is subject to the approval of the Sponsor. The sound volume must be at a level to avoid interference with neighboring exhibitors and when objections are raised, it may be necessary for the Sponsor to either prohibit the use of the sound equipment or to limit their operation to short-time periods.

NOISE: While the operation of display products is encouraged, such operation must be at a sound level which is not objectionable to neighboring exhibitors. No construction work will be permitted during the hours when the exhibit is open, unless special approval is given by the sponsor.

FIRE, SAFETY & HEALTH: Federal, State and City laws regarding installation and operation of equipment must be strictly observed. All decorative materials must be flame proofed. Inflammable fluids, substances or materials of any nature may not be used in any booth or stored in or behind any booth. All materials and installations must comply with local Fire Department and Underwriter rules.

SIGNS-ILLUMINATION: The use of flashing signs or other lighting effects in such manner to cause unpleasant reflections or interfere with other exhibitors is prohibited. NOTE: If a complaint is received on the distribution of material, the noise level of sound devices or displays or the use of illumination, a committee made up of members of the Sponsor will be convened and a decision will be made immediately as to the validity of the complaint.

GUARD SERVICES: Guard Services are provided by the Sponsor on a 24-hour basis from move-in through move-out. Every reasonable precaution is taken to protect property. All property of the exhibitor is understood to remain under his custody and control in transit to or from or within the confines of the Exhibit Hall. Small expensive items should be kept in a safe place whenever the exhibitor's booth is unmanned.

INSURANCE: Exhibitors shall insure their own exhibit and display materials, and carry extended public liability insurance against injury to persons and property of others.

DAMAGE LIABILITY: Exhibitors are liable for any damage caused by fastening display fixtures to floors, walls or columns and for any damage to equipment furnished by Sponsor or their service contractors.

HOTELS & RESERVATIONS: Host Hotel Information is on our website. Make your reservations immediately on line through our web site. Rooms are limited. Rebate consideration has been given to the Hondo Rodeo Fest on all rooms booked under this block in order to receive these discounted rates.

EXHIBITOR PERSONNEL: During the hours the exhibit is open, each booth must be attended by persons technically qualified to explain and demonstrate the equipment or service displayed. The Sponsor will pre-register booth personnel and issue Exhibitor badges to them. Holders of Exhibitors badges may enter their booths one hour before the regular Exhibit opening time each day. Earlier entry must be specifically arranged with the Sponsor.

REMOVAL OF EXHIBITS: All exhibits must remain intact until final closing at 7:00pm Sunday.

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BOOTH ASSIGNMENT The Sponsor will assign booth space in accordance with the priority of date of receipt at the Sponsor's headquarters. Any conflicts in assignment will be decided by a special allocation committee.

All applications must be accompanied by the required payment and no phone reservations will be taken without a credit card to secure the non-refundable deposit. In the event that an applicant's choices have been previously assigned, the Sponsor will attempt to phone the Exhibitor to discuss which booths are still available. If the Sponsor is unable to contact by phone, the Sponsor will assign booth space to the applicant. The Sponsor reserves the right to assign or reassign booth space so the arrangement of the floor plan is to the best interest of the Street Fest or for any other reason, including to comply with any current regulations.

BOOTH SPACE RENT The rent for each booth is specified on the exhibit space floor plan. Full payment is due before March 1 of the year of the Street Fest. A late fee of 10% will be collected for each month your full payment is late. By accepting these terms and conditions, the applicant has given The Hondo Group, LLC authorization to charge their credit card the remaining balance of their booth space if it is not paid prior to March 1 of the same year of the expo. Those charges will occur on March 1 of the same year of the expo.

*If you have NOT PAID your balance by March 1st, of the same year of the expo, & you become "non-responsive" we will be forced to cancel your booth reservation. At that point, you/your company will be canceled as an exhibitor in the expo, WITHOUT RECEIVING ANY REFUND.

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REDUCTION IN BOOTH SPACE RENTED In the event an applicant finds it necessary to request a reduction in the number of booths needed, the Sponsor will honor such requests, subject to the following reduction fees, providing that the applicant has not cancelled entirely: Any reduction or cancellation must be made in writing to The Hondo Group, LLC at the address on the front of the Application. The post date of the envelope will be the governing paperwork to establish the date of the request.

(a) If prior to March 1st, 25% of the total booth rental for each booth reduced or \$100 per booth whichever is greater, will be retained by the Sponsor as reduction fees.

(b) After March 1st, the Sponsor will attempt to honor a request for reduced booth space. If the Sponsor is successful, the sponsor will not refund any monies that have been paid. All monies paid will be kept as reduction or cancellation fees.

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CANCELLATION AND WITHDRAWAL Any applicant who cancels or withdraws from the exhibit regardless of the date, will owe the entire rent for the assigned space which will be retained by the Sponsor as cancellation fees. By accepting these terms and conditions, the applicant has given The Hondo Group, LLC authorization to charge their credit card the remaining balance of their booth space if it is not cancelled before March 1st of the year of the event.

*If you have NOT PAID your balance by March 1st, of the same year of the expo, & you become "non-responsive" we will be forced to cancel your booth reservation. At that point, you/your company will be canceled as an exhibitor in the expo, WITHOUT RECEIVING ANY REFUND.

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SUBLETTING BOOTH SPACE No applicant shall assign, sublet, or apportion the whole or any part of the space allotted or display equipment or materials from other than his own firm or joint applicant in said space without the consent of the Sponsor.