

North Coast Golf & Travel Shows – Rules & Regulations

1. Definition of "Management"

The word "Management" used herein or in subsequent regulations shall mean North Coast Golf Shows, Inc., agents or employees acting for it, in management of the Show. NCGS 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 50% deposit is due at the time of registration with the balance due 45 days prior to the show opening.

A \$50 fee will be charged for any returned checks.

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 this Contract, Exhibitor may only do so by giving notice in writing to Management. Cancellations received at least 45 days prior to the start of the Show will receive a full refund less a \$100 administrative fee. Cancellations made less than 45 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.

5. Display/Staffing Requirement

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 based on seniority, date and receipt of Application, and deposit/full payment in NCGS office. NCGS 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. NCGS has the absolute discretion to exercise this right at any time.

7. Construction of Booth

All tables must be professionally skirted. 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. No part of any display, including signage, 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.

Absolutely no cardboard of any kind will be permitted to be used in the display or construction of any booth.

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. Installations and Removal of Exhibits

All exhibits must be set-up and removed in accordance with the breakdown schedules included in the Exhibitor Service Kits. 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 each evening following the closing of the show. All exhibitors must leave the show area no later than 15 minutes after the show closing on show days as well as after show-set up day(s).

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. Past Due Fees

Exhibitor agrees to pay an interest rate of 1.5% per month (18% per annum), on all past due fees. Exhibitor also agrees to pay all collection costs of Management, including attorney's fees and court costs.

14. 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.

15. Liability

Exhibitor acknowledges that NCGS, 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. North Coast Golf Productions, Inc, 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.

16. Proof of Insurance

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 North Coast Golf Productions, Inc., 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.

17. 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 fully 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 too not disturb neighboring Exhibitors.

18. 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.

19. 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.

20. 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.

21. 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 other Shows managed by NCGS.

22. 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

23. 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 Exhibitor's noncompliance with ADA requirements

24. Prizes, Awards, Drawings, etc.

Prizes, awards, drawings or contests of any kind that require persons to register in an Exhibitor's booth, must be submitted to Management for approval in writing at least one month prior to the start of the Show.

25. 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 of the state and city in which the Show is held.

26. Merchandise Returns

To encourage sales and to preserve the integrity of the Show, exhibitor must offer "same day" refunds to customers, no exceptions. The "All Sales Final" policy will not be permitted. Keep in mind that exhibitors are not obligated to offer refunds the following show day(s) after the purchase but it is highly recommended.

27. Governing Laws and Forum

This Agreement is deemed to be entered into in the State of Florida and governed by the laws of the State of Florida. Exhibitor consents to the jurisdiction of the courts of the State of Florida for the resolution of any and all disputes and claims arising out of and/or relating to this Agreement.