

McCook Farm & Ranch Expo – November 17-18, 2010

Terms & Conditions

Star Enterprises is referred to herein as “Management”. “Exhibitor” refers to the applicant on the front of this contract.

1. Payment and Terms

Exhibit space cost and payment terms are stated on the front of this contract, and all payments are non-refundable. In the event of total or partial cancellation (space size reduction) by Exhibitor, the booth fee will not be reduced or refunded, and the total amount will be due.

If Exhibitor fails to pay the entire booth fee at the time specified, or fails to comply with any of the terms and conditions or rules and regulations, Management may reassign the booth location reserved for Exhibitor and/or may resell that booth location to another party. The entire booth fee must be paid in full prior to move-in of the exposition.

If Exhibitor cancels or breaches this agreement for any reason whatsoever, in addition to whatever rights Management may have under applicable law, any payments made by Exhibitor prior to the date of termination shall be retained by Management as liquidated damages and not as a penalty. Management and Exhibitor agree that such amounts constitute a reasonable provision for liquidated damages. Exhibitor shall also be liable for any payments required to be paid but not paid as of the date of cancellation or breach of this agreement.

Exhibitor agrees that it is foreseeable that the exposition may be cancelled or materially curtailed due to circumstances beyond Management’s control (e.g., an act of god, fire, labor disturbances, etc.). If, for any such reason, the exposition is cancelled or materially curtailed, Exhibitor shall have no right or claim to any refund, in whole or in part, of the monies paid to Management.

2. Booth Assignment

Management will endeavor to make booth assignments in keeping with Exhibitor’s requests set forth on the front of this contract. **HOWEVER, MANAGEMENT RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS. MANAGEMENT SHALL HAVE NO LIABILITY FOR ITS FAILURE OR INABILITY TO COMPLY WITH EXHIBITOR’S REQUEST, AND EXHIBITOR SHALL HAVE NO RIGHT TO CANCEL THIS CONTRACT BECAUSE OF MANAGEMENT’S FAILURE TO COMPLY WITH EXHIBITOR’S REQUESTS.**

3. Exhibit Content

The Exposition is designed to provide a showcase for goods and services either specifically designed for or customarily used by the industry the exposition serves. Exhibitor may not, under any circumstances, display or promoted any goods or services other than its own goods and services of the kind described on the front of this contract.

4. No Assignment or “Subletting” of Space

Exhibitor may not assign this contract and may not permit or “sublet” all or any part of its assigned booth space to be used by any other business or firm, unless Management has given prior written approval. Any such assignment, permission or “sublease” without Management prior written approval shall be null and void.

5. Exhibitor’s Authorized Representative

Exhibitor must designate one person as its representative in connection with installation, operation and removal of its exhibit. The designated representative shall be authorized to enter into exhibition service contracts and for which Exhibitor shall be responsible. The designated representative must be in attendance throughout all exposition periods; and representative shall be responsible for keeping the exhibit neat, staffed and orderly at all times.

6. Fire, Safety and Health

Exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health.

7. Exhibit Rules and Regulations

Exhibitor will be provided with an Exhibitor Letter. The Exhibitor Letter and all rules and regulations included therein will become part of this contract. The Exhibitor Letter describes the type and arrangement of exhibit space, the standard equipment provided by Management and rules governing the construction of displays. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Letter. If, in the sole opinion of Management, any exhibit fails to conform to the Exhibitor Letter guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition.

Any questions concerning the rules and regulations should be directed to Star Enterprises.

Management reserves the right to require an exhibitor to alter the exhibit before or during the show, as Management deems to be in the best interests of the show. Such changes shall be made at Exhibitor’s expense and are subject to the approval of Management.

8. Licenses / Permits

Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to their activity at the exposition. Exhibitor shall be responsible for paying all taxes, license fees or other charges that shall become due to any government authority in connection with their activities at the exposition. **EXHIBITOR IS NOT PERMITTED TO MAKE SALES AT ITS BOOTH SPACE UNLESS IT HAS OBTAINED AND DISPLAYS A SALES TAX AUTHORIZATION AS REQUIRED BY LOCAL LAW.**

9. Recorded or Live Music

The Exhibitor acknowledges that the use or performance of recorded or live music at the exposition must be licensed from the copyright owner or its agent. Exhibitor will take full responsibility for obtaining any necessary licenses to play or perform such music and agrees to defend, indemnify and hold harmless Management from any damages or expenses (including reasonable attorney’s fees) incurred by Management due to Exhibitors use or performance of recorded or live music.

10. Exhibitor Functions During Exhibition Hours

Exhibitor’s booth will be open and fully staffed during all official hours. Exhibitor expressly agrees that it will not, nor its employees or representatives, conduct exhibitor functions in private rooms during official exhibition hours.

11. Installation and Removal

Exhibitor must install its exhibit before the opening of the exposition. The exhibit must be dismantled and removed immediately after the exposition’s close and in all events prior to the established dismantles cutoff time announced in the Exhibitor Manual. Anything not removed by the dismantlement cutoff time will be discarded at Exhibitor’s cost. Exhibitors shall not dismantle its exhibit prior to the exhibition’s close.

12. Property Loss or Damage

Management shall not be responsible for any loss of or damage to any property of Exhibitor or of its booth personnel, representatives, agents, servants, employees, contractors, patrons, guests, licensees or invitees.

All of Exhibitors property remains under its custody and control in transit to and from exposition facility and while it’s in the confines of the exposition facility.

Neither Management nor its service contracts, nor the management of the Exposition, nor any of the officers, staff members, or directors of any of the same are responsible for the loss of or damage to property of Exhibitor or of its booth personnel, representatives, agents, servants, employees, contractors, patrons, guests, licensees or invitees from theft, fire, accident, vandalism or any other cause, and exhibitor expressly waives and releases any claim or demand against any of them by reason of any damage to or loss of any property.

Exhibitor shall be solely responsible for the loss of or damage to any property of Exhibitor’s personnel, including but not limited to Exhibitor’s booth personnel and representatives, models, demonstrators and actors.

Accordingly, it is Exhibitor’s responsibility to secure its own insurance or otherwise protect itself and its property and the property of its booth personnel, representatives, agents, servants, employees, contractors, patrons, guests, licensees or invitees against loss or damage.

13. Liability and Insurance

In addition to property insurance described above, Exhibitors shall obtain and keep in force during the term of the installation and use of the exhibit premises. Policies of comprehensive commercial general liability insurance and contractual liability insurance and insuring and specifically referring to contractual liability in an amount not less than \$1,000,000 combined single limit for personal injury or property damage. Exhibitor must provide Management with a certificate of insurance covering the show location for the period of the show and which names of the Management and the Exhibition facility management facility as co-insured. **MANAGEMENT RESERVES THE RIGHT TO PROHIBIT EXHIBITOR FROM SETTING UP OR OPERATING ITS BOOTH WITHOUT HAVING PROVIDED A CERTIFICATE OF INSURANCE.**

14. Indemnification

Exhibitor agrees to defend, indemnify and hold harmless Management (and the Exhibition facility management) from and against all claims, demands, actions, damages, loss, cost, liabilities expenses and judgments recovered from or asserted against Management (or the exhibition facility management) on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor (or any of its booth personnel, representatives, agents, servants, employees, contractors, patrons, guests, licensees or invitees, or of any other person entering in or about the Exhibitors booth space with the express or implies permission of Exhibitor), or when any such injury or damage is the result, proximate or remote, of the violation by the Exhibitor (or of any of its booth personnel, representatives, agents, servants, employees, contractors, patrons, guests, licensees or invitees) of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the operation or use of Exhibitor’s booth space. Such indemnification by the Exhibitor shall be effective unless such damage or injury results from the gross negligence or willful misconduct of Management. Exhibitor covenants and agrees that in case Management (or the exhibition facility management) shall be made a party to any litigation commenced by or against Exhibitor or relating to this contract or to Exhibitor’s booth space or to any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney fees and court costs, incurred by or imposed upon Management (or upon the exhibition facility management) by virtue of litigation.

15. Labor

Exhibitor shall observe all contracts in effect between Management, service contractors, exposition facilities and the labor organizations involved.

16. Disputes with Contracts, Unions, Other Exhibitors, etc.

In the event of the dispute or disagreement between Exhibitor and an official contractor, or between Exhibitor and a labor union or labor union representative, or between two or more exhibitors, or concerning the interpretation of the rules and regulations, the actions or decisions concerning this dispute or disagreement by Management intended to resolve the dispute or disagreement shall be final and binding on Exhibitor.

17. Acceptance of this Contract

This Exhibit Application/Contract does not become a binding contract until Management has issued a written confirmation of acceptance. The receipt and deposit of Exhibitors payment accompanying the application for space does not constitute acceptance of a contract.

18. Integration

This contract contains the entire agreement between Management and Exhibitor. It may not be orally modified. Only in an agreement in writing signed by a duly authorized representative of the party against whom enforcement or waiver or modification is sought will be enforceable.

19. Choice of Law and Forum

This contract shall be governed by the laws of the state of Nebraska. Any action commenced by Exhibitor arising out of or relating to this Agreement, or arising out of or relating to the exposition, shall be brought solely in the courts of Nebraska unless Management consents to another forum. Exhibitor consents to the jurisdiction of the courts of Nebraska for the resolution of any action arising out of or relating to this Agreement, or arising out of or relating to the exposition.

20. Other Rules and Regulations

MANAGEMENT RESERVES THE RIGHT TO CHANGE THE RULES AND REGULATIONS, AND TO MAKE ADDITIONAL RULES AND REGULATIONS, AS IT DEEMS TO BE IN THE BEST INTERESTS OF THE EXPOSITION. MANAGEMENT SHALL HAVE SOLE POWER TO INTERPRET, AMMEND AND ENFORCE RULES AND REGULATIONS.

Authorized

Signature _____

Date _____