

SHRINERS ST. LOUIS CONVENTION 2008, INC.

St. Louis Missouri June 29 - JULY 3, 2008

MARKETPLACE VENDOR CONTRACT

Dates and Times

A **MARKETPLACE**, in conjunction with the meeting of the Shriners St. Louis Convention 2008, Inc., June 29 - July 3, 2006, will be held in the America's Center (Convention Center). Booths reserved through this contract will be made available for exhibitor move in between 1:00 PM to 5:00 PM, Saturday, June 28 and final set up 8:00 AM Sunday, June 29, 2008. Hours for public display and sales shall be from 12:00 Noon to 6:00 P M on Sunday June 29, 2008. On Monday June 30, 2008 through Wednesday, July 2, 2008, hours for public display and sales shall be from 9:00 AM to 6:00 PM. Hours for public display and sales on Thursday, July 3, 2008 shall be from 9:00 AM to 12 Noon. Move out will be on Thursday, July 3, 2008 at 12 Noon and completed by 6:00 PM.

Exhibitor

Company Name

Contact

Address

City

State/Province

ZIP/Postal Code

Phone

FAX

Email

Products Displayed

We propose to exhibit the following items and or services.

Exhibit Space

Number of Booths _____ Size of Display _____

Booth Location Preference 1st _____ Booth Preference 2nd _____

Booth Preference 3rd _____ Booth Preference 4th _____

Payment

A \$300 deposit for each space is required upon receipt of this contract. Payment in full for all booth rental fees is due March 1st 2008.

Fees ____ Booths @ \$1200/\$1000 = Total Fees _____

Deposit Paid _____

Remaining Due _____ (must be paid by 3/1/08)

Enclosed is my check attached (payable to Shriners St. Louis Convention 2008, Inc.)

Amount \$ _____

Exhibitor

Signature _____

I agree to abide by the rules and regulations set forth on the back of this form for the 2008 Imperial Marketplace

Please complete this application and mail to:

Barry Todd, Director General
Shriners St. Louis Convention 2008, Inc.
555 St. Louis Avenue Valley Park, MO 63088

NOTICE – Licensed Merchandise, Logos, Copyrights

If your booth plans to sell logoed merchandise with the words “Shriners Hospitals”, “Shriners Hospitals for Children” or the Shrine “Editorial without Words” logo it is necessary that your company have a signed license agreement with the Shriners Hospitals for Children – Contact Jay Fleisher, Managing Attorney, S.H.C. Legal Dept PO Box 31356, Tampa, Fl., 33631-3356 phone 813-281-8154 fax 813-281-0943 email jfleisher@shrinernet.org

Should any of your company’s products depict the Official Imperial Council Session 2008 logo or a Shrine Convention logo depicting the 2008 Convention or the City of St. Louis, MO It is necessary that your company have a signed license agreement with the Imperial Council Session 2008 Inc. Contact Albert Faulstich, Marketplace Chairman.

For Office Use Only

Date Deposit Received _____ Date Final Payment Received _____

Booth Location _____

Shriners St. Louis Convention 2008– Marketplace Vendor Agreement

Copy to Marketplace - Copy retained by Vendor

TERMS AND CONDITIONS

1. EXHIBITOR RESPONSIBILITIES

- a. The Exhibitor agrees to obey all laws, by-laws, ordinance and regulations governing use of the facility and operation of the Show, abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Show, and obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Show.
- b. The Exhibitor agrees to abide by all rules and regulations governing the Show established from time to time by the **Shriners St. Louis Convention 2008**, Inc. (herein known as **MARKETPLACE**) including rules and regulations as presented by the Marketplace Chairman.
- c. The Exhibitor agrees to observe, to the extent applicable, and comply with any labor relations agreements in force with the **MARKETPLACE** and contractors providing services to the facility, and governing companies operating in the facility in which the Show is taking place. (See exhibitor kit from the America's Center)
- d. The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.
- e. The Exhibitor agrees not to conduct or be associated with any promotional contests held at or in connection with the Show unless the Exhibitor satisfies **MARKETPLACE** that the contest is being operated in accordance with applicable law and the prior written consent of **MARKETPLACE** is obtained.
- f. The Exhibitor agrees to occupy the contracted exhibit space during all Show hours and to sell, promote or advertise only the products and services described in this license agreement.
- g. The serving of any beverage or food item in the exhibit area is expressly forbidden without the written permission of the **MARKETPLACE** Chairman.

2. MARKETPLACE RESPONSIBILITIES

- a. **MARKETPLACE** reserves the right, in its sole and unfettered discretion to:
 1. Determine the eligibility of Exhibitors and exhibits for the Show, reject or prohibit exhibits or Exhibitors that **MARKETPLACE** considers objectionable, inappropriate, disruptive or offensive to **MARKETPLACE**, other Exhibitors or Show attendees,
 2. Change or modify the layout of the Show and/or relocate exhibits or Exhibitors,
 3. Cancel, in whole or in part, the Show due to an event of force majeure; or (v) change the date, location and duration of the Show, without any liability to **MARKETPLACE**.

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- b. **MARKETPLACE** shall have the right to establish and amend or modify any regulations governing use of the facility and the Show.
- c. **FORCE MAJEURE** In the event that (i) the facility in which the Show is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) **MARKETPLACE** is unable to permit the Exhibitor to occupy the facility or the space, or (iii) if the Show is cancelled or curtailed, for any reasons beyond the control of **MARKETPLACE**, including but not limited to, casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott, **MARKETPLACE** will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer.
- d. **Contact Information** Marketplace Chairman Albert R. Faulstich, marketplace2008@aol.com

3. ASSIGNMENT AND SUBLETTING

- a. No Exhibitor shall assign, sublet or permit any representative of another firm to solicit business, take orders or sell any goods under this license agreement without the prior written permission of **MARKETPLACE**, which permission may be withheld in **MARKETPLACE'S** sole discretion.

4. INDEMNIFICATION

- a. The Exhibitor agrees to indemnify and hold harmless **MARKETPLACE**, Shriners St. Louis Convention 2008, Inc. The America's Center Center, The City of St. Louis, the St. Louis Convention and Visitors Commission, their respective officers, directors, agents, representatives and employees, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from:
 - 1. Its occupancy of the exhibit space and/or its environs
 - 2. The use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show,
 - 3. Personal injuries, death, property damages or any other damage sustained by the Exhibitor, **MARKETPLACE**, the facility, Show sponsors or a visitor to the Show and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law.
- b. The Exhibitor acknowledges that the **MARKETPLACE**, America's Center or its contractors, do not maintain insurance covering the Exhibitors property, exhibitors or displays. It is the sole responsibility of the Exhibitor to obtain business interruption, property damage, fire and theft insurance covering such losses at the Exhibitor's expense.

5. LIABILITY AND INSURANCE

- a. The Exhibitor shall obtain and maintain at its own expense a comprehensive General liability and all risk property insurance policy acceptable to the **MARKETPLACE** for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name the **Shriners St. Louis Convention 2008, Inc.** as loss insured and insure the Exhibitor against all claims of

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any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of **MARKETPLACE**, the Exhibitor shall provide **MARKETPLACE** with a copy of such policy. The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against **MARKETPLACE**, the Show sponsors or the facility in which the Show is held, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.

6. BOOTH DISPLAY

- a. Each booth shall be a standard 10' x 10' with an 8' back wall and 3' side rails. Each booth will be furnished with an 8' skirted table, two chairs, 1 wastebasket with liner, 1 sign with company's name. The show decorator at exhibitor's expense may rent additional equipment.
- b. Additional tables, if used, are to be skirted.
- c. All exhibits will conform to the assigned booth space and shall not restrict visual or physical access to adjacent booths. Booths shall not exceed 8' in height unless approved by **MARKETPLACE** Chairman.
- d. The Exhibitor agrees that no display will be dismantled or goods removed during the term of the Show, but will remain intact until the end of the final closing hour on the last Show day. The Exhibitor also agrees to remove its display and equipment from the Show site by the final move-out day, and in the event of a failure to do so, or failure to return the allocated space to the same condition as at the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by **MARKETPLACE**.

7. Fees, Terms of Payment and Booth Reservations

- a. Rental Fees:
 1. End or corner booths are priced at \$1,200 each
 2. Interior booths are priced at \$1000 each
 3. A discount of \$150 each is offered if adjoining booths are rented. Example: One Corner booth (\$1,200) and the adjacent Interior booth (\$1,000) minus the discount ($\$150 \times 2 = \300) would rent for a discounted price of \$1,900.00.
 4. No discount shall be offered for adjacent corner booths (peninsula booths), Cost for the two booths would be \$2,400.00.
- b. A NON-REFUNDABLE binder fee of \$300.00 is required to reserve **EACH** booth. The date of receipt of the binder fee by the **MARKETPLACE** shall govern priority of space assignment on a first-come first-served basis. The binder fee shall be credited to the cost of each booth with the remaining balance due on or before March 1, 2008. If balance of the binder fee is not received by March 1, 2008, or in the event Exhibitor cancels or is a "no show", Exhibitor relinquishes all of Exhibitor's rights to booth reservation(s) **MARKETPLACE** shall retain all deposits, as agreed liquidated damages. All moneys are quoted in U.S. Currency. **Checks shall be made payable to**

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SHRINERS ST. LOUIS CONVENTION 2008, INC. NO CASH WILL BE ACCEPTED. In the event of cancellation by exhibitor, no moneys will be refunded to the exhibitor. Exhibitors are requested to stipulate their preference below for booth space by booth number including first, second, third and fourth choices. Every effort will be made to comply with the exhibitor's highest priority preference.

- c. If the Exhibitor violates or breaches any other terms or conditions of this license agreement, all payments made by the Exhibitor deemed earned by **MARKETPLACE** and all deposits received shall be non-refundable and nontransferable. In the event of any violation or breach of the terms and conditions of this license agreement, **MARKETPLACE** shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as the **MARKETPLACE** Chairman deems appropriate, including, but not limited to, re-licensing its use to another exhibitor. The Exhibitor shall not be entitled to any offset or mitigation of the amount due under this license agreement as a result of the use of or payment for the space by another exhibitor in the Show.

Shriners St. Louis Convention 2008, Inc.

Marketplace Vendor Agreement