

Exhibitor Terms and Conditions

- 1) Purposes: SWS is the producer and coordinator of The Seattle Wedding Show, Inc., scheduled for January 12 & 13, 2013 at The Washington State Convention Center (referred to below as "WSSC") in Seattle Washington. Exhibitor wishes to participate in The Seattle Wedding Show and has received SWS's approval of Exhibitor's presentation of exhibit. Both SWS and all Exhibitors are subject to certain requirements of the WSSC. 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: In order to participate in temporary events in the City of Seattle, it is mandatory for each Exhibitor to have either a City of Seattle Business License or obtain a temporary event license in the amount of \$5.00 per exhibit day. A city ordinance requires SWS to provide the City of Seattle with a complete list of all Exhibitors participating in the event and collect the \$5.00 per exhibit day fee for all Exhibitors without a Seattle Business License. Each Exhibitor is responsible for one of the following:
 - A) Provide SWS with a copy of your Seattle Business License or the Customer Number (top right corner of your license).
 - B) Send SWS a check, (or pay by credit card) for \$10.00 made payable to The Seattle Wedding Show. SWS will pay \$10.00 fee to the City of Seattle for you.
- 3) Exhibitor's Booth Equipment: SWS will provide the Exhibitor's booth(s) with: one 8' tall white draped back drop, two 3' tall white side drapes (one side drape for corner booths), one single line 7" by 44" identification sign, and one 500 watt electrical outlet regardless of booth size. One 8' white draped table per 10' by 10' booth space, (one 4' white draped table for 5' by 10' booth space) one chair, one list of brides registered at the show sent via email as a CSV file, and exhibitor entrance badges. A list of exhibitor's personal is due on 12/21/12. Badges will be available at exhibitor check in at the front doors of the show on Saturday and Sunday. Upon request made to SWS's show decorator, 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 set forth on the vendor information page on www.weddingshow.com, which will be posted by Oct. 2012.
- 4) Occupancy: Exhibitor agrees to have its exhibit ready for public viewing no later than Saturday, 9:30am, January 12, 2013. Exhibitor also agrees to occupy and maintain its exhibit space at the SWS during advertised show hours. (January 12, 2013 10:00am to 5:30pm and January 13, 2013 10:30 am to 5:00pm, except for the sky bridge and gown sale area which open a half hour earlier daily)
- 5) Move-In: Exhibit materials can be delivered to the WSSC on Thursday, January 10, 2013, 1pm to 6pm, Friday, January 11, 2013, 10am to 6pm and Saturday January 12, 2013, 8:00am to 10:00am.
- 6) Display Removal: No exhibit or part of an exhibit may be removed from the WSSC during show hours. A penalty of \$200.00 dollars will be assessed if any part of their display is disassembled during show hours.
- 7) Move-Out: Exhibitor agrees not to disassemble their display until January 12, 2013 at 5:00pm. Exhibitors agree not to place anything in aisle ways until the show decorator removes aisle carpet. In the event Exhibitor has not entirely removed all display items before Sunday January 12, 2013, at 9:00pm, SWS shall be authorized to remove (at the sole cost and expense of the Exhibitor) any and all items remaining on the property without liability for any resulting 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 SWS. SWS reserves the right to reject or remove any display or presentation that in its sole discretion deems inconsistent with the use set forth on page 1, or which otherwise fails to comply with 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 more than half the distance from the back of the booth toward the front. Exhibitor agrees not to obstruct aisles or access to neighboring booths, nor conduct or operate its exhibit so as to cause interference with, annoyance or endangerment to other exhibitors or visitors. This restriction applies to but is not limited to, volume of P.A. systems, persons, musical instruments or any device which volume might be objectionable to SWS. The distribution of any samples, souvenirs, publications, or other sales or promotional activities shall be conducted only from within the Exhibitor's booth. Exhibitor, and its agents, employees, business invitees and assigns shall comply with the rules and regulations set forth in the Exhibitor's Packet which will be posted online by Oct. 2012.
- 10) Damage or Defacement of WSSC: Exhibitor shall not injure, mar, or deface the center or the grounds outside the center. Exhibitor shall not drive any nails, hooks, tacks, or screws in any part of the center, nor shall it make any alteration of any kind therein. Upon demand of the WSSC or SWS, Exhibitor shall pay to WSSC or SWS 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 Exhibitor.
- 11) Transportation of Materials: The Transportation Management Plan shall govern Exhibitors move-in/out at the WSSC. SWS may amend the plan and guidelines when SWS shall deem the amendment or modification to be in the best interest of The Seattle Wedding Show. After notice, Exhibitor agrees to comply with the amendments. The Transportation Plan will be set forth in the Exhibitor Packet, which will be posted online by Oct. 2012.
- 12) Food Sale and Distribution: Exhibitor may not sell food or beverages in the WSSC without the written consent from SWS, WSSC and ARAMARK (catering agent for the WSSC). If you will be serving samples* of food or beverages of any type at The Seattle Wedding Show, Exhibitor is solely responsible for obtaining the necessary licenses and paying the necessary fees, if required, to King County Health Department and completing the ARAMARK food sampling form post online at www.weddingshow.com. (*Sample size, drinks are limited to maximum 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 consume or distribute any alcoholic beverages at The Seattle Wedding Show.
- 14) Lotteries and Contests: Exhibitor shall be solely responsible to ensure that any drawings, lotteries or contests held by Exhibitor on the premises are conducted in strict compliance with the law.
- 15) Dispensing of Advertising Materials: The SWS reserves the right to restrict or remove signs, literature, and business cards of businesses or person's not leasing separate exhibit space in The Seattle Wedding Show. An Exhibitor may only display signs and dispense literature and advertising materials pertaining to their particular business within their booth space. This applies to, but is not limited to, any advertising containing businesses, which, in the opinion of SWS, could lease separate exhibit space in the show.
- 16) Floor Plan/Relocation: SWS reserves the right to alter the number of booth spaces in the WSSC. Limit the number of Exhibitors in each business category, and reserves the right to relocate 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 SWS and the WSSC 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. Exhibitor agrees to reimburse said SWS and WSSC for any expenses, including but not limited to any attorney's fees or court costs, necessarily incurred in defending against any claim arising from said act of omission. Exhibitor agrees to indemnification by initialing #9 on page 1, or Exhibitor may choose to provide the SWS with a Certificate of Insurance naming SWS and WSSC as CO-insured based upon the limits set forth 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 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, and no portion can be sublet or assigned under this agreement without the prior written consent of SWS. Any authorized assignment or sublease shall not release Exhibitor of all liability under this Agreement. 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 recovery of all damages resulting there from, SWS 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 the prior approval of SWS.
- 20) Exhibitor Fee: Exhibitor agrees to pay SWS on or before the dates shown on their invoice. The booth fee represents an Exhibitor's fee for space reserved under this Agreement. Except as set forth in paragraph 22 below, the deposit and basic fee are non-refundable. If Exhibitor has not paid the basic fees set forth on their invoice by scheduled dates, then upon five day notice to Exhibitor, SWS may elect to terminate this Agreement and forfeit Exhibitor deposit.
- 21) Cancellation: The Parties agree that the success of the SWS is dependent upon the participation of a large number and broad range of Exhibitors. Exhibitor's cancellation for any reason will therefore be detrimental to the SWS and/or will result in the SWS 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 Exhibitor cancels this Agreement by written notice prior to June 10, 2012, SWS shall refund in full the deposit. In the event Exhibitor notifies SWS in writing of its cancellation after August 10, 2012, and before October 10, 2012, SWS shall refund to the Exhibitor fifty percent of the Exhibitor's fee paid, exclusive of deposit. Only if SWS is able to resell the booth(s) reserved under this Agreement on page 1. In the event Exhibitor cancels by phone, mail, or violation of any of the terms and conditions set forth in this Agreement after October 10, 2012, SWS will retain all amounts previously paid and payable hereunder as liquidated damages. SWS 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, SWS will refund Exhibitor's booth payment in full. SWS reserves the right to refuse exhibit space to any Exhibitor or potential Exhibitor.
- 22) Interruption or Termination: It is understood and agreed that SWS and WSCC reserve the right to interrupt or terminate the event, when, in the judgment of SWS or WSCC, such interruption or termination is necessary to protect public order or safety. Exhibitor waives any claim against SWS or the WSCC for refund, damages, or compensation should the event, and therefore this Agreement, be so interrupted or terminated. In addition, in 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 SWS or WSCC fulfillment impossible or impractical, then this Agreement shall terminate. Neither SWS nor WSCC shall be liable for any refund or damages to Exhibitor. Exhibitor further assumes the risk on any prevention, interruption at the event due to strike, lockouts, labor disputes, acts of God, structural defects in the WSCC facility, hostile governmental action, riot, civil commotion, or other causes beyond the reasonable control of SWS. SWS shall not be liable to Exhibitor for any refund of damages resulting there from.
- 23) Default: The failure of Exhibitor 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, Exhibitor's default shall entitle SWS, at its election to immediate termination of this Agreement, to injunctive relief, and/or to recovery of all damages resulting from Exhibitor's default. The remedies set forth in this Agreement are cumulative.
- 24) Attorney's Fees: Should SWS bring any action or court proceeding to enforce this Agreement, SWS shall be entitled, in addition to court costs, to 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 valid existing corporation. That Exhibitor is authorized to transact business in Washington and that Exhibitor is otherwise in compliance with all tax and corporate laws pertaining to Exhibitor.
- 26) Lead list: Approximately three weeks following The Seattle Wedding Show, SWS will provide Exhibitor with a list of brides-to-be leads registered at The Seattle Wedding Show sent via email as a CSV file. The list will contain registrants, wedding date, name, address, and email.
- 27) Confidentiality of List: Exhibitor acknowledges that the list, information therein, and leads acquired at Exhibitor's booth (collectively "lead information") is proprietary and confidential and release of the lead information to non-authorized businesses may irreparably damage SWS. Exhibitor agrees to use the leads information only for its own purposes to solicit business for Exhibitor's contracted products and services. SWS will mark any lead information it provides to Exhibitor with words that clearly put the Exhibitor and its agents on notice that the lead information is to be treated confidentially, such as words "Proprietary and Confidential."
- 28) 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 a third parties. SWS will hold Exhibitor harmless for releasing the lead information pursuant to a public records request or other request made pursuant to applicable laws or court orders. Exhibitor will notify SWS of a request for the lead information, allow SWS at least 5 days to seek a court order to prevent disclosure of the lead list before releasing it, and ask the requestor not to use or distribute the list for commercial purposes. In the event the Exhibitor releases the lead list to a non-authorized business that uses the lead list for commercial purposes and such release is not in response to a public records request or pursuant to any other applicable law, court rule, or court order, Exhibitor agrees to pay SWS liquidated damages in the amount of \$3,000.00 for each non-authorized business to which Exhibitors provided the lead list and used the lead list for commercial purposes.
- 29) Entire Agreement: This Agreement embodies the Parties entire Agreement and any further agreement between the Parties shall be ineffective to modify this Agreement unless set forth in writing and signed by the Parties.
- 30) Time is Of the Essence: Time is of the essence regarding the performance or each of the covenants and agreements of this Agreement.
- 31) Severability: If any provision of this Agreement shall be deemed void of 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.

Web Site Terms and Conditions

- 1) Purposes: SWS is the webmaster and host of www.weddingshow.com. A website dedicated to local Brides. Advertiser wishes to participate on www.weddingshow.com and has received SWS's approval. 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) Products: SWS will provide the following depending on the product that has been reserved:
 - A) Link Only: One year's service, online listing with link at www.weddingshow.com, under the service category that you submitted.
 - B) Premium Listing: One year's service, online listing with link at www.weddingshow.com, under the service category that you submitted. 25 words of copy to go with listing, up to 6 web specials and monthly brides list.
 - C) Badge: One year's service, on the service category page of your choice (depending on availability). An animated image 120 by 60 pixels that links to your site.
 - D) Banner: One year's service, on the service category page of your choice (depending on availability). An animated image 360 by 60 pixels that links to your site.
- 3) Art and Text Submission: Advertiser is responsible to email the following to howard@weddingshow.com:
 - A) Link Only: Business name to be posted, service category, phone number and web address.
 - B) Premium Listing: Business name to be posted, service category, phone number, web address, up to 6 web specials and 25 words of copy.
 - C) Badge and Banner: Three to Four images, logo and text to create animated image.
- 4) Art Charges: There is no art charge for Banners and Badges on advertiser's first proof. After you provide SWS with your art, SWS will create your image and allow you one round of corrections. If any other corrections are need they will be billed at \$75.00 per hour.
- 5) Expiration: Before advertisers one year's service expires SWS will contact you about renewing your service. If advertiser declines or does not respond, advertisers service will be canceled at the end of the month.
- 6) Cancellation: There is no refund on cancellations. SWS reserves the right to cancel this Agreement based on information received from a reliable or official source that may question the Advertiser's ethical or legal business practice. If such cancellation should occur, SWS will refund Advertiser's ad payment in full. SWS reserves the right to refuse ad space to any Advertiser or potential Advertiser.
- 7) Confidentiality of List: Premium listing advertiser acknowledges that the list of names and information received is secret and confidential, and the access to this list is a major inducement to participate on www.weddingshow.com. Advertiser further acknowledges that the list is a unique and valuable asset of SWS management and that its use by any third party or by the advertiser for any use, other than direct solicitation of products or services contracted with SWS by advertiser may irreparably damage SWS. Any unauthorized use or disclosure of the list shall enjoin advertiser to penalties listed below, which include, but are not limited to, monetary damages. Advertiser agrees to pay SWS an award of liquidated damages in the amount of \$3,000.00 for each non-authorized business allowed to have use of advertisers list, either directly or indirectly caused by the willful action of the advertiser.

Magazine Terms and Conditions

- 1) Purposes: SWS is the publisher and distributor of The Seattle Wedding Show Magazine, a publication that promotes The Seattle Wedding Show. 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) Timeline:
 - Material deadline: September 15, 2012
 - Distribution date: November 24, 2012
- 3) Advertiser Fee: Advertiser agrees to pay SWS on or before the dates shown on their invoice. The ad fee represents an Advertiser's fee for space reserved under this Agreement. Except as set forth in paragraph 6 below, the deposit and basic fee are non-refundable. If Advertiser has not paid the basic fees set forth on page 1 by scheduled dates, then upon five day notice to Advertiser, SWS may elect to terminate this Agreement and forfeit Advertiser's deposit.
- 4) Cancellation: If Advertiser cancels this Agreement by written notice prior to June 10, 2012, SWS shall refund in full the deposit. In the event Advertiser cancels by phone, mail, or violation of any of the terms and conditions set forth in this Agreement after June 10, 2012, SWS will retain all amounts previously paid and payable hereunder as liquidated damages. SWS reserves the right to cancel this Agreement based on information received from a reliable or official source that may question the Advertiser's ethical or legal business practice. If such cancellation should occur, SWS will refund Advertiser's ad payment in full. SWS reserves the right to refuse ad space to any Advertiser or potential Advertiser.