

Chinese New Year Celebration -- 2010 Vendor / Exhibitor Terms and Conditions

Definitions:

"CSCCI" as used herein refers to the Colorado Springs Chinese Cultural Institute, a Colorado non-profit corporation. The words "Vendor / Exhibitor" refers to the exhibiting organization indicated on this contract. City Auditorium refers to the management of the facility in which the Chinese New Year Festival is being held.

General Conduct of Vendors / Exhibitors

Vendors / Exhibitors must confine all materials and activities to their contracted booth space. All of the following practices are expressly prohibited: promotion of products or services other than those manufactured or regularly distributed by Vendor / Exhibitor; use of strolling entertainment or activities outside of contracted booth space (unless prior written approval is obtained from CSCCI); distribution of samples or advertising materials in any area outside of contracted booth space; excessive noise that interferes with other exhibitors; storage or use of flammable or explosive materials or any substance prohibited by local laws or insurance carriers; use of materials with strong odors; and solicitation of business by anyone other than representatives of Vendor / Exhibitor.

Service Contractor

The official exhibit hall services contractor for this event is City Auditorium. If additional equipment or services are required to support Vendor / Exhibitor booth, these items or services should be arranged through CSCCI.

Space Assignments

CSCCI shall use its best efforts to locate Vendor / Exhibitor in requested booth space and to provide physical separation of competitors. Booth space will be assigned on a first-come, first-served basis. CSCCI reserves the right to reassign, move, and add exhibit space as deemed necessary.

Exhibit Booth Height and Configuration

Exhibits must be no higher than 8 feet in the back and 4 feet on each side, unless written approval is granted by CSCCI. No walls, partitions, decorations, or other obstructions may be erected that in any way interfere with the view of another exhibitor. Vendors / Exhibitors requesting permission for additional booth height, for any type of covering over any portion of the top of their booth, or for the use of any nonstandard booth display materials must submit a detailed sketch or layout (showing the booth in both plan and elevation views, including all dimensions) to CSCCI at least 30 days prior to the event.

Liability and Insurance

Vendor / Exhibitor agrees to assume all liability for loss or damage of any property of Vendor / Exhibitor which Vendor / Exhibitor may suffer during installation or removal or during the Chinese New Year Celebration and Exhibit Hall itself by reason of burglary, fire, accident, or any destructive cause. Vendor

/ Exhibitor also expressly agrees to indemnify and hold harmless CSCCI, Service Contractor, City Auditorium, and all officers, employees, agents and volunteers of CSCCI from any and all claims, liabilities, losses, damages, and expenses that may ensue from accidents, injuries, fire, theft, or any other cause. Vendor Exhibitor shall, at its own expense, secure and maintain throughout the period of the event and Exhibit Hall, inclusive of move-in and move-out days, commercial liability insurance. Upon request Vendor / Exhibitor shall provide CSCCI with an insurance certificate naming CSCCI as an Additional Insured under Vendor / Exhibitor's general liability insurance policy. Vendor / Exhibitor retain sole responsibility for its own exhibit materials. In the event the Chinese New Year Celebration is canceled, the liability of CSCCI shall be limited to the money paid by Vendor / Exhibitor as exhibit booth rental, less a proportionate share of all expenses incurred by CSCCI as related to the Chinese New Year Celebration.

Installation/Dismantling

Vendor / Exhibit booth installation and dismantling must be performed within the applicable guidelines in effect at the City Auditorium. Vendor / Exhibitors will have access to City Auditorium for set-up from 11:00am to 5:00pm on Friday, February 12, 2010; all exhibits / booths must be set up and ready for show by 6:00pm that day. CSCCI reserves the right to reassign any space not installed at that time and to do so without obligation to refund exhibit fees or provide other exhibit space. No display may be dismantled before event closing on Saturday, 5:00pm, February 13, 2010. All exhibits must be completely dismantled and removed by 8:00pm on Saturday, February 13, 2010.

Electric

All electrical requirements must be provided in writing to CSCCI by February 6, 2010. Outlets will be installed on the floor at the draped back wall of in-line and peninsula booths. Distribution and connection of outlets are arranged through CSCCI and provided by City Auditorium.

Payment Terms

Full payment must be in U.S. currency, with checks payable to CSCCI. All applications must be accompanied by a full payment. All balances are due by January 31, 2010.

Exclusion

CSCCI reserves the right to refuse any applicant for exhibit space and the right to restrict or evict any exhibitor that, in the opinion of CSCCI, detracts from the general character of the Chinese New Year Celebration. This reservation applies to displays, printed matter, promotional materials, noise, personal conduct, and method of operation. In the event of such restrictions or eviction, CSCCI will not be liable for any refunds or other exhibit expenses.

Subletting of Space

Vendor / Exhibitor shall not assign, sublet, or apportion the whole or any part of the space allotted without the prior written consent of CSCCI.

For more information, contact CSCCI, Telephone: 719-287-7624; or visit CSCCI web site at <u>www.cscci.org</u>.

Responsible Exhibitor Signature_____ Date_____