

**Savvy Family Expo  
Baby Bump Expo NW  
Produced by Kx2 Enterprises, LLC**

## **Event Registration Terms & Conditions:**

*Sponsors shall also be referred to exhibitors in the following terms.*

### **1. USE OF SPACE**

- a. **LIABILITY** - The Exhibitor is entirely responsible for the space leased and shall not injure, mar or deface the premises and the Exhibitor shall not drive, nor permit to be driven any nails, hooks, tacks or screws in any part of the building. Exhibitor shall not affix to the walls or windows of any building any advertisement, signs, etc., or use Scotch tape, masking tape or any other adhesive-type materials on painted surfaces. The Exhibitor agrees to reimburse the facility and/or decorator, for any loss or damage to the premises or equipment's occurring in the space leased to the Exhibitor. Show management and their sponsors shall not be liable for any damages or expenses incurred by Exhibitor in the event the show is cancelled, delayed, interrupted or not held as scheduled for any reason. Exhibitor shall only receive a full refund if the show is cancelled. Exhibitor damages for breach of contract shall be limited to the refund of the cost of the exhibit space. Show management shall not be liable for failure to perform its obligations under this contract as a result of strikes, acts of God, or any other causes beyond its control.
- b. **AISLES** - Aisles, passageways and overhead spaces remain strictly under the control of the Management, and no signs, decorations, banners, advertising matter or special exhibits will be permitted in them except by written permission from show management. All Exhibits and personnel must remain within the confines of their own spaces and no Exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view, disadvantageously affect the display of other Exhibitors. No interference with the light or space of another Exhibitor will be permitted.
- c. **SPACE** - The space contracted is to be used solely for Exhibitor whose name appears on the Contract, and it is agreed that Exhibitor will not sublet or assign any portion of same without the written consent of the Management. In the event Exhibitor fails to occupy or use the space or to have their exhibit completed and in place 1 hour prior to the opening of the show, they shall forfeit their right to the space, and all prepaid rents, and upon demand pay any rental balance owing to management. At that point Management may reassign the booth space.
- d. **REASSIGNMENT**—Management shall have the right and privilege of moving an Exhibitor to another location in order to conform with all current City, County, State, and Federal laws and regulations. Management shall have the right and privilege of moving the Exhibitor's location to meet the general display requirements, guidelines, and needs of the Show Management.
- e. **PARTICIPANTS**— This agreement does not reserve for, nor guarantee to the Exhibitor any space, specific area or space priority, right of first refusal or any other manner of participation in any future shows.
- f. **ALL DEMONSTRATIONS** - or promotional activities must be confined within the limits of the purchased space. Noise resulting from the exhibit space must not interfere with the other exhibitors.
- g. **FOOD ITEMS** - No food items or drinks are to be sold for purposes of on premise consumption. Any items, beverages or samples intended for on-site consumption must conform to a sampling policy and requires written permission from the Show Management and facility concessions.
- h. **BALLOONS** - NO Latex/helium BALLOONS ARE PERMITTED INSIDE The Greater Tacoma Convention & Trade Center.
- i. **RESTRICTIONS** - The Management reserves the right to restrict or remove exhibits, without refund, that may have been falsely entered, or may be deemed by the management unsuitable or objectionable. This restriction applies to noise, P.A. systems, persons, animals, birds, things, conduct, printed matter, deemed dangerous, or anything of a character that might be objectionable to the show or the Show Management.
- j. **OFFENDERS** - May be asked to leave the area if any of the above are violated: and as an exhibitor offender, no refund will be given.

### **2. RULES FOR EXHIBITS**

- a. **ALL BOOTHS** and decorations must concur with the facility regulations, city ordinances and local fire codes. Any violations may result in the removal of any materials found to be in violation. Materials for booth decorations and construction must be fire retardant. Contact Show Management if at all in doubt.
- b. **INSTALLATIONS** - Any special carpentry, wiring, electrical or other work, shall be installed at Exhibitor's expense.
- c. **LICENSES** - Any and all City, County, Municipal, State or Federal licenses, inspections or permits as required by law of any Exhibitor in the installation or operation of his display shall be obtained by the Exhibitor at their own expense prior to the opening of the show.
- d. **RIGHTS OF MANAGEMENT IN EVENT EXHIBITION IS NOT HELD** Management shall not be liable for any damages or expenses incurred by Exhibitors in the event the show is delayed, interrupted or not held as scheduled. If for any reason, beyond the control of the Show Management the show is not held, Management may retain the amounts paid by exhibitors as is necessary to defray expenses already incurred by the Show Management.
- e. **TERMS AND CONDITIONS** - This contract contains all the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.
- f. **SECURITY FOR RENTAL** - Failure on the part of the Exhibitor to pay rental as specified under the contract shall entitle Management to seize all materials, displayed by the Exhibitor within the described show and to retain the same as security for any unpaid rental amount owing.
- g. **AMENDMENTS** - Exhibitor agrees to abide by decisions of the Management concerning all matters pertaining to the administration and success of the Show which are not specifically stated.
- h. **ATTORNEY FEES** - In the event suit or action is brought by show management under this agreement to enforce any of its terms, it is agreed that as the prevailing party, Show Management shall be entitled to reasonable attorney fees to be fixed by the trial and appellate courts.

i. DRAWINGS & CONTESTS – All exhibitors/participants holding a drawing or participating in prize giveaways on their own (outside of provided Kx2 Enterprises product/ gift certificates for services for prizes) shall agree to operate their drawing or giveaway in compliance with the law.

3. SECURITY - We wish to provide the tightest security possible for the protection of your exhibit properties. However, neither Kx2 Enterprises, LLC, the facility management nor our insurance company are financially liable for losses or mysterious disappearances of any kind. We recommend that all exhibitors contact their insurance agents to confirm proper coverage of exhibit materials.

#### 4. EXHIBITOR/SPONSOR AGREEMENT

a. FEES – By signing and submitting this contract, the exhibitor/sponsor has agreed to pay fees for selected booths, advertising, and any other services agreed upon in this contract. The deposit/retainer payment is not refundable and only available for early registrations. Registrations made close to the event date will be required to pay in full. Credit card provided by participant may be charged for all fees agreed upon unless otherwise contacted in writing to change form of payment on the account.

b. INVOICE/RECEIPT – The exhibitor/sponsor/participant will receive an invoice/receipt for their registration and payment within 5 – 10 business days of payment and/or registration received.

c. CANCELLATION AND REDUCTION POLICY - If this agreement is cancelled by Exhibitor for any reason, or by Management because of Exhibitor's default or violation of this agreement, monies paid to Management by Exhibitor shall be retained as follows: If cancellation occurs 60 days or more before the start of the show, Management shall retain 50% of the total contract price and return the balance paid to Exhibitor. If cancellation occurs within 59 days or less prior to the first day of show, Exhibitor is liable for the entire cost of the booth space which includes money paid and any outstanding balance. Management shall retain these monies as liquidated damages for the direct and indirect costs incurred by Management for organizing, setting up and providing space for Exhibitor, and losses and additional expenses caused by Exhibitor's withdrawal. To receive a refund, cancellations must be in writing.

d. EXHIBITOR KIT – All participants agree to abide by rules, regulations, and policies set forth in the Exhibitor Kit.

5. EXHIBITOR BADGES - Exhibitor badges may be picked up at the exhibitor/vendor desk during setup. Each show and booth are given an allotted number of exhibitor badges/passes per the contract. Any additional badges/passes must be purchased at the exhibitor desk during setup hours or during the show for an additional fee.

6. INDEMNIFICATION—Exhibitor shall protect, defend, indemnify and hold harmless Kx2 Enterprises, LLC, the facility in which the event is held, and their Service Contractors and Sponsors from and against any and all claims, damages, injury, losses and expenses including attorney's fees arising out of or resulting from the exhibit, or Exhibitor actions, or the officers, contractors, licensees, agents, employees, guests or visitors of Exhibitor.

7. Insurance Requirements - During the term of this Agreement, exhibitor shall procure and maintain Comprehensive General Liability insurance, which shall include contractual liability coverage, with limits of not less than 1,000,000 per occurrence for bodily injury and property damage, combined single limit. Exhibitor's insurance will name Kx2 Enterprises, LLC as additionally insured upon request from Kx2 Enterprises, LLC.

#### 8. BUSINESS LICENSE REQUIREMENTS

a. GENERAL BUSINESS LICENSE - During the term of this Agreement, exhibitor shall procure and maintain necessary business licenses and permits according to the business' state of origin.

b. SELLING PRODUCT IN WASHINGTON - The Washington State Department of Revenue requires that vendors selling in the State of Washington must be registered with the Department of Revenue in Washington and that they have a UBI# and that they must collect and remit sales tax on taxable sales occurring at the event. Businesses may qualify to register on a temporary basis. If already registered, you must provide this UB# on the form above. For a regular (non-temporary) registration visit...<http://bls.dor.wa.gov/file.aspx> for information on filing this license to do business in Washington State. Vendors can also register with the Department by:

i. Filing a *Master Application* online at <http://www.dor.wa.gov/forms/700028.htm>.

ii. Visiting any of the Department's local offices or Unified Business Identifier (UBI) service locations.

iii. Calling our Telephone Information Center at 1-800-647-7706.

c. TAXES - Sales of tangible personal property at special events are generally subject to sales tax. Vendors must collect and remit the applicable combined state and local sales tax rate to the Department of Revenue. The combined state and local tax rate varies throughout the state, depending on the location where the sales are made. For the correct tax rate to charge for a specific location, see the WA State DOR *Tax Rate Lookup Tool* at: <http://dor.wa.gov/content/findtaxesandrates/salesandusetaxrates/lookupataxrate/default.aspx>.

9. CONSENT TO USE OF EXHIBITOR'S LIKENESS— Exhibitor hereby consents to Management's royalty-free use of visual and audio reproductions of Exhibitor and its employees and exhibit(s) including without limitation recordings, photographs, video tapes, films and other images or likenesses for the purpose of Management's advertisement and promotion of this and future shows.

10. ALL EXHIBITS MUST REMAIN SET UP UNTIL CLOSE OF SHOW. Any exhibitor found tearing down partial or entire exhibits before close of show will be charged \$300. This action greatly impacts other exhibitors and the quality of the show.