



# Dakotafest – August 21 - 23, 2012 / Terms and Conditions

Cygnus Business Media, Inc. and its affiliates, subsidiaries, officers, directors, employees and representatives are referred to herein collectively as "Cygnus." "Company" refers to the Sponsor or Exhibitor identified on the cover page of this Contract.

## 1. Payment and Terms

All amounts due from Company must be paid in a timely manner by the deadlines established in the Contract. All payments are non-refundable. Failure to pay the amounts owed by the deadlines may result in termination of this Contract by Cygnus.

## 2. Cancellation

(a) By Company. Company will remain solely responsible for the total exhibit fee, along with all fees paid or payable by Cygnus with respect to Company, including without limitation costs associated with the booth, branding, advertising and similar expenses relating to Company. These amounts shall be considered to be liquidated and agreed upon damages for the injuries Cygnus will suffer as a result of Company's cancellation. If Company reduces its space, Cygnus reserves the right to treat such reduction as a cancellation of the original space and purchase of new space, in which event the original booth cost will not be reduced or refunded and Company may be required to move to a new location. Cancellation notice must be made in writing to Cygnus Business Media, 3030 Salt Creek Lane, Arlington Heights, IL 60005 and postmarked no less than two weeks prior to the first day of move in. Certified mail return receipt is recommended as verification of delivery may be required. Companies who have paid in full and cancel their space will retain their seniority for one year. Companies who are not paid in full will lose seniority. Companies who fail to provide written notice of their cancellation (no-show) will not be allowed to exhibit the following year. Companies that do not provide notice twice will be prohibited from exhibiting in the future.

(b) By Cygnus. If Company fails to timely make any payment required by this Contract or otherwise breaches any of its obligations under this Contract, Cygnus may terminate this Contract and Company's participation in the Event by providing Company with written notice of termination, and may reassign and/or resell Company's booth location to another party. No payments made by Company will be refunded under these circumstances.

(c) Of the Event. If Cygnus cancels the Event due to circumstances beyond its reasonable control, including without limitation acts of God, war, labor strike, government emergency or damage or loss of the Event facility, then this Contract shall be automatically cancelled. In such cases, Company's sole and exclusive remedy shall be to receive a pro-rata refund of the amount actually paid by Company under this Contract.

## 3. Use and Assignment of Space

The space contracted for is to be used solely by Company and Company shall not sublet or assign any portion of the space without Cygnus' approval. Cygnus will assign space to Company prior to the Event and will endeavor to take into account any requests by Company about its proximity to other exhibitors, however, Cygnus cannot guarantee that all such requests will be honored. CYGNUS RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS. CYGNUS SHALL HAVE NO LIABILITY FOR ITS FAILURE OR INABILITY TO COMPLY WITH COMPANY'S REQUESTS, AND COMPANY SHALL HAVE NO RIGHT TO CANCEL THIS CONTRACT BECAUSE OF CYGNUS' FAILURE TO COMPLY WITH COMPANY'S REQUESTS.

## 4. Exhibit Content

The Event is designed to provide a showcase for goods and services either specifically designed for or customarily used by the industry the exposition serves. Company may not, under any circumstances, display or promote any goods or services other than its own goods and services of the kind described on the front of this contract. Company shall at all times conduct itself with decorum and good taste and in a manner compatible with the general character and objectives of the Event and Cygnus reserves the right to close Company's exhibit, withdraw acceptance of the Contract, or require Company to change its personnel, exhibits, or promotional materials in the event Company violates this paragraph.

## 5. Distribution of Materials

Company may only distribute samples and promotional materials at its exhibit booth. Company shall not display any advertisements or promotional materials in areas outside of its booth space without the express written consent of Cygnus.

## 6. Company's Authorized Representative

Company 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 for which Company shall be responsible. The designated representative must be in attendance throughout the Event and shall be responsible for keeping the exhibit neat, staffed and orderly at all times.

## 7. Compliance with Laws and Rules

Company assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health and for all applicable federal and state laws. Company shall also comply with all rules and requirements of the Event facility including without limitation any union labor work rules or agreements applicable to the Event.

## 8. Exhibit Rules and Regulations

Company will be provided with an Exhibitor Manual no later than 60 days prior to the opening of the show. The Exhibitor Manual and all rules and regulations included therein will become part of this contract. All booth space must be arranged and constructed in accordance with the requirements in the Exhibitor Manual. If, in the sole opinion of Cygnus, Company's exhibit fails to conform to the Exhibitor Manual guidelines, the Company shall be in breach of this Contract and Cygnus may terminate this Contract as set forth in Paragraph 2. Cygnus further reserves the right to require Company to alter the exhibit before or during the Event, as Cygnus deems appropriate. Such changes shall be made at Company's expense and will be subject to Cygnus' prior approval.

## 9. Licenses/Permits

Company shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to their activity at the Event. Company 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 Event. COMPANY 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. Company shall not permit the delivery of merchandise to the Event without Cygnus' written permission.

## 10. Use of Names and Logos

Company grants to Cygnus a perpetual, non-exclusive license to use, display and reproduce the name, tradenames, and logos of Company in any directory, advertisements, websites, or promotional materials relating to the Event. Cygnus shall not be liable for any errors in such materials or for omitting Company from the same. Cygnus shall retain all ownership and copyrights to all materials it publishes for the Event. During the Term of this Contract, Cygnus grants Company a limited, non-exclusive license to use Cygnus' name, the name of the Event and their associated logos on Company's website and other promotional materials solely for purposes of publicizing the Event, however, Cygnus' pre-approval of all such uses shall be required.

## 11. Music and Other Effects.

Company acknowledges that the use or performance of recorded or live music at the Event must be licensed from the copyright owner or its agent. Company takes full responsibility for obtaining any necessary licenses to play or perform such music and agrees to defend, indemnify and hold harmless Cygnus from any damages or expenses (including reasonable attorneys fees) incurred by Cygnus due to Company's use or performance of music. The use of sound, lighting, laser devices and similar items must be controlled and limited to the area within the Company's exhibit. Should any of these items interfere with the Event or other exhibits, Cygnus may require the Company to cease use of such items.

## 12. Functions During Exposition Hours

Company's booth will be open and fully staffed during all official Event hours. Company expressly agrees that it will not, nor will its employees or representatives, conduct any functions in private rooms during official Event hours.

## 13. Photography

The photographic rights for the Event are reserved to Cygnus. Any photography required by Company can be carried out at moderate charges by the official Event photographers designated by Cygnus. If Company wishes to make its own arrangements for the photographing of its own exhibit, Company must obtain Cygnus' prior

consent, which shall not be unreasonably withheld. Cygnus may take photographs of Company's exhibits, booth, and/or personnel at any time during the Event and Cygnus may use such photographs for any marketing or promotional purposes.

## 14. Installation and Removal

Company must install its exhibit before the opening of the Event. The exhibit must be dismantled and removed immediately after the Event's close and in all cases prior to the established dismantlement cutoff time in the Exhibitor Manual. Anything not removed by the stated deadline will be discarded at Company's cost. Exhibits shall not be dismantled prior to the Event's close.

## 15. Assumption of All Risks; Releases

Company shall be solely responsible for all risks associated with its participation in the Event, including without limitation, all risks of theft, loss, harm, damage or injury to persons or property, regardless of the cause. Company shall be solely responsible for its property and all losses and damages to its property. Company's responsibilities under this paragraph include sole responsibility and liability for all of Company's property and persons while in transit to and from the Event facility and while located in the facility.

Neither Cygnus nor its officers, directors, employees, contractors, vendors, agents, representatives or assigns, nor the Owner or manager of the Event facility, shall have any liability to Company relating to the Event, regardless of cause or type of claim. Company expressly waives and releases all of them from any liabilities relating to or arising from any loss, damage or injury to persons or property.

Company shall be responsible for all costs and damages to the Event facility or the other Exhibitors' property which are caused by Company or its employees, personnel, agents or representatives, and shall promptly pay for the same.

## 16. Insurance

Company shall secure and maintain, at its expense, at all times during the Event, the insurance listed in this section. All such insurance shall be primary and shall name Cygnus and the Event facility owner and manager as additional insureds. All coverage shall be written on an occurrence basis. Copies of insurance certificates and additional insured endorsements shall be provided to Cygnus at least ten (10) days prior to the Event. (a) Workers compensation and employer's liability insurance in accordance with the laws of the State where the Event is located; (b) Comprehensive general liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, combined single limit for personal injury, contractual liability, and operation of mobile equipment, and products liability; (c) automobile liability insurance with limits not less than \$500,000 per occurrence combined single limit; and (d) sufficient insurance to protect the Company's personal property and the property of its employees, representatives, agents, servants, contractors, guests, licensees and invitees at the Event. CYGNUS RESERVES THE RIGHT TO PROHIBIT COMPANY FROM SETTING UP OR OPERATING ITS BOOTH WITHOUT HAVING PROVIDED A CERTIFICATE OF INSURANCE.

## 17. Indemnification

Company agrees to defend, indemnify and hold harmless Cygnus and the Event facility owner and manager (collectively, "Indemnitees") from and against all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments recovered from or asserted against one or more of the Indemnitees on account of injury or damage to person or property to the extent that (a) any such damage or injury may be incident to, rise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Company or of 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 Company's booth space with the express or implied permission of Company; (b) any such injury or damage is the result, proximate or remote, of the violation by Company 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; (c) any such injury or damage arises from or relates to the Company's participation in, or presence at, the Event or the operation or use of Company's exhibit or booth space; or (d) any such damage or loss arises from or relates to any violation or infringement of any party's patent, copyright, trademark or other intellectual property rights. Company shall not be required to indemnify any Indemnitee for any proportionate share of the above damages that is the result of the gross negligence or willful misconduct of that Indemnitee. Company covenants and agrees that in the event an Indemnitee is made a party to any litigation commenced by or against Company or relating to this Contract or to Company's participation in the Event, then Company shall pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by that Indemnitee by virtue of such litigation.

## 18. Limitation on Liability

Under no circumstances shall Cygnus or the Event facility owner or manager be liable for any lost profits, consequential, incidental, special, indirect or punitive damages for any reason. Under no circumstances shall Cygnus' liability for any reason exceed the amount actually paid by Company under this Contract. Cygnus makes no representations or warranties, express or implied, about the number and nature of attendees, other exhibitors, or any other matters relating to the Event, and Cygnus expressly disclaims the same.

## 19. Other Contracts

Cygnus may be subject to other contracts governing the Event, including contracts with the Event facility and contracts with certain contractors hired to perform exclusive services for the Event. Company shall observe the terms of all such contracts and, to the extent needed for the Event, Company shall use only those exclusive contractors to perform the type of services under contract.

## 20. Resolution of Disputes

In the event of a dispute or disagreement between Company and an official contractor, or between Company 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 decision concerning this dispute or disagreement by Cygnus intended to resolve the dispute or disagreement shall be final and binding on Company.

## 21. Integration

This contract contains the entire agreement between Cygnus and Company. It may not be orally modified. Only 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.

## 22. Severability

In the event any provision in this Contract is deemed to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be considered severed from this Contract and the rest of the Contract shall remain in full force and effect.

## 23. Choice of Law and Forum

This contract shall be governed by the laws of the State of Wisconsin. Any action commenced by Company arising out of or relating to this Agreement, or arising out of or relating to the Event, shall be brought solely in the state circuit court in Jefferson County, Wisconsin or in the federal court in Dane County, Wisconsin, as appropriate, unless Cygnus consents in writing to another forum. Company consents to the jurisdiction of these courts for the resolution of any action arising out of or relating to this Contract, or arising out of or relating to the Event.

## 24. Other Rules and Regulations

CYGNUS RESERVES THE RIGHT TO CHANGE THE EXHIBITOR MANUAL AND TO MAKE ADDITIONAL RULES AND REGULATIONS AS IT DEEMS TO BE IN THE BEST INTERESTS OF THE EVENT. CYGNUS SHALL HAVE SOLE POWER TO INTERPRET, AMEND AND ENFORCE RULES AND REGULATIONS. THIS CONTRACT DOES NOT LIMIT THE REMEDIES AVAILABLE TO CYGNUS IN THE EVENT OF A BREACH OF CONTRACT BY COMPANY, AND IN SUCH CASE, CYGNUS MAY PURSUE ANY REMEDY AVAILABLE TO IT UNDER CONTRACT, BY LAW OR IN EQUITY.

The above Terms and Conditions are accepted by Company.

COMPANY:

By: \_\_\_\_\_ (Authorized signatory)

Date: \_\_\_\_\_